

# SUBCONTRACT AGREEMENT

Agreement made the 1st day of NOVEMBER, 1992 between  
K. HOVNANIAN AT NEWARK URBAN RENEWAL CORP III, INC.  
ATTENTION: MARK VANSELOUS  
10 HIGHWAY #35, P.O. BOX 500  
RED BANK, N.J. 07701 (hereinafter called Developer) and:

ATTENTION:

VARSITY SODDING SERVICE  
1204 MAIN STREET  
SWOYERSVILLE, PA 18704

VARSITY SODDING SERVICE (hereinafter called Prime Subcontractor).

**WORK OR TRADE TO BE PERFORMED: LANDSCAPING**

## PRIME SUBCONTRACTOR INFORMATION

ON SITE REPRESENTATIVE: JOHN YAROSZ

BUSINESS PHONE: 717-288-5269

EMERGENCY PHONE: SAME

FEDERAL I.D. NUMBER: 23-2197383

VENDOR NUMBER: V0066

JOB LOCATION: SOCIETY HILL AT UNIVERSITY HEIGHTS III, INC

In consideration of the promises, covenants, terms and conditions set forth herein, the Developer and Prime Subcontractor agree as follows:

### 1. GENERAL

Prime Subcontractor agrees to furnish, in accordance with the terms and conditions of this contract, all labor, materials and equipment in order to complete, in a first-class, workmanlike manner, the work set forth in Schedule A attached hereto and made a part hereof. Such work shall be performed in accordance with the plans and specifications set forth in Schedule B attached hereto and made a part hereof. NO DEVIATION FROM THE PLANS AND SPECIFICATIONS AFORESAID SHALL BE ALLOWED WITHOUT THE WRITTEN AUTHORIZATION OF THE DEVELOPER AS EVIDENCED BY A WRITTEN AMENDMENT TO THIS AGREEMENT. Details of the work which are not specifically covered herein or on the plans and specifications, but which are reasonably implied or are normally considered part of the job for that trade shall not be limited to the plans and specifications and shall be furnished at no extra cost as though it were specifically shown and mentioned in both the plans and specifications. In the event of discrepancies on the plans, written dimensions shall govern over scaled dimensions.

Prime Subcontractor represents that they have examined the drawings, specifications and model units, if applicable, and are familiar with all aspects thereof, including their relation to the specified work of the Prime Subcontractor described herein.

### 2. START WORK

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Prime Subcontractor shall commence the work agreed to hereunder within two (2) days of receipt of written notice to proceed from the Developer. Time is of the essence in this Agreement. By executing this Agreement, Prime Subcontractor confirms that the completion date set forth in the "Master Schedule" is a reasonable period for performing the work.

### 3. MANPOWER TO COMPLY WITH MASTER SCHEDULE

Prime Subcontractor agrees to supply sufficient and competent manpower to pursue the work required hereunder in a diligent manner so as to complete the work required hereunder within the time frame of the Developer's "Master Schedule" which shall be posted in the Developer's construction trailer and shall govern the sequencing and scheduling of all work performed on the project. Developer reserves the right to modify the "Master Schedule" from time to time to conform to accelerations, delays, suspensions, variances or other needs of the project and the Prime Subcontractor shall accelerate or vary its performance and/or sequencing of the work accordingly or as directed by Developer, without compensation to the Prime Subcontractor, except for an extension of time to complete the work for a period equal to the delay, suspension or variance, if any. Developer may demand that the Prime Subcontractor work overtime at no additional cost to Developer, if Developer determines that such work is necessary because the Prime Subcontractor's work is behind schedule. In the event the Developer determines the Prime Subcontractor's work is behind schedule, Developer shall have the further option of awarding all or a portion of the work to others and charge the cost of same to the Prime Subcontractor. If the Prime Subcontractor is delayed through no fault of its own, it shall within 24 hours of the commencement of the condition causing the delay so advise the Developer in writing. The Developer may grant Prime Subcontractor an extension of time for such reasonable time Developer determines Prime Subcontractor was delayed through no fault of its own. An extension of time is the Prime Subcontractor's sole and exclusive remedy for delay. Prime Subcontractor shall make no claim for and is not entitled to any damages due to delay. Failure to comply with the "Master Schedule" or Developer's directives relating thereto shall be considered a breach of this Agreement. The Prime Subcontractor shall not hinder or delay other subcontractors at the site. The Prime Subcontractor shall hold harmless and indemnify the Developer and pay all damages to all other subcontractors caused by the acts, omissions, interferences or delays of the Prime Subcontractor. If the Prime Subcontractor delays the work causing damages to the Developer, the Prime Subcontractor shall reimburse the Developer for all such damages. Any assent by the Developer to the delayed completion of the work shall not be construed as a waiver by the Developer of the obligations of the Prime Subcontractor to make good all damages caused by its delay. Weekly/bi-weekly meetings will be held in the field and attendance from Prime Subcontractor's On Site Representative is mandatory. Developer also reserves the right to require a principal of Prime Subcontractor to attend these meetings. Any and all safety related concerns, problems or ideas as well as weekly progress shall be discussed at this meeting held with the Prime Subcontractor's On Site Representative and run by Developer's Representative. Advance notice shall be given to the Prime Subcontractor's On Site Representative informing him of the time, date and location of the weekly/bi-weekly progress meetings so Prime Subcontractor can attend.

### 4. SUPERVISION AND COORDINATION

Prime Subcontractor's On Site Representative shall be present on the site at all times that Prime Subcontractor has employees on the site for the purpose of supervising their work, making decisions on behalf of the Prime Subcontractor and to coordinate Prime Subcontractor's work so as to eliminate or minimize interference with the work of other subcontractors working on the site. Prime Subcontractor recognizes the need for cooperation in scheduling the various component parts of the project and to that end agrees to coordinate its work with all other stages of, and other subcontractors on, the project as required. Should coordination problems arise, Prime Subcontractor's Representative **shall immediately** notify the Developer who shall resolve the coordination problem. Developer's decisions in this regard shall be binding on the Prime Subcontractor. If Prime Subcontractor's work is delayed or damaged by another subcontractor's interference, act or omission, Prime Subcontractor shall look solely to such other subcontractor for redress and not to the Developer.

### 5. QUALITY OF MATERIAL AND DEFECTS

5. Prime Subcontractor agrees that all materials and equipment furnished and installed shall be new unless otherwise specified, free from faults and defects, in conformance with the plans and specifications and must comply with the applicable construction codes of the local, state or federal agencies having jurisdiction. All materials and equipment shall be installed, applied, connected, operated, cleaned and conditioned as directed by manufacturer. All labor and installation shall be performed in the best and most workmanlike manner and consistent with the quality standards required by Developer and/or industry standards, by mechanics skilled in their respective trades. All materials, equipment, labor or installation not conforming to the requirements hereof shall be considered defective. In the event of defective materials, equipment, labor or installation, Prime Subcontractor agrees to correct such defect immediately upon receipt of written notice from the Developer. If, after 24 hours from the Prime Subcontractor's receipt of written notice from the Developer, Prime Subcontractor has not corrected such defect, then Developer may, without prejudicing or limiting any other remedy it may have, correct such defect and deduct the cost thereof from any payments then or thereafter due the Prime Subcontractor from Developer.

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## 6. INDEMNITY AND INSURANCE

(A) Prime Subcontractor shall secure and maintain for the duration of the contract such insurance as will protect it from claims under the Worker's Compensation Statute for the state in which the work is located and from such claims for bodily injury, death or property damage as may arise in the performance of Prime Subcontractor's services under this Agreement, such coverage to be equal or greater than the minimum limits hereinafter set forth.

(B) The Prime Subcontractor hereby agrees to assume the entire responsibility and liability for any and all injuries or death of any and all persons and any and all losses or damage to property caused by or resulting from or arising out of any act, neglect or negligence, omission or agreement on the part of the Prime Subcontractor, its agents, officers, employees, subcontractors or servants in connection with this Agreement or with the prosecution of the work hereunder, whether covered by the insurance specified herein or not. Prime Subcontractor shall indemnify, defend and save harmless the Developer, its agents, officers, employees, affiliated entities (including but not limited to condominium associations established by Developer and its trustees and members) from any and all claims, losses, damages, fines or penalties, legal suits or actions including reasonable attorney's fees, expenses and costs which may arise out of any and all such claims, losses, damages, legal suits or actions for the injuries, deaths, losses and/or damages to persons or property.

(C) Without any limitation to the obligations set forth in subparagraph 6(B), Prime Subcontractor further agrees that Prime Subcontractor's indemnification to Developer hereunder shall extend to and include any imputed or vicarious liability of Developer arising from any acts, negligence, omission or agreement of Prime Subcontractor. By way of example, and not of limitation, if any acts, negligence, omission or agreement on the part of the Prime Subcontractor, its agents, officers, employees, subcontractors or servants in connection with this Agreement or with the prosecution of the work hereunder or otherwise causes or operates as a violation of the Federal Occupational Safety and Health Act 29 U.S.C. 651 et seq. ("OSHA") or similar or related laws, rules, regulations, codes, standards or requirements (regardless of whether the Developer, the Prime Subcontractor or others either jointly or severally are named as parties in any suit or proceeding relating thereto or actually receive a citation, summons, complaint, fine, violation or notice of violation for same, etc.), Prime Subcontractor shall indemnify, defend and save harmless the Developer, its agents, officers, employees, or affiliated entities (including but not limited to condominium associations established by Developer and its trustees and members) from any and all claims, losses, damages, fines or penalties, legal suits or actions including reasonable attorney's fees, expenses and costs which may be brought relative thereto be they for injuries, deaths, losses or damages to persons or property or be they related to or in any way involving claims based on or arising from actual or alleged violations of OSHA or similar or related laws, codes, standards, regulations, rules or requirements with which Developer becomes directly or indirectly involved. This indemnity from Prime Subcontractor shall extend to and include, but shall not be limited to, matters as to which Prime Subcontractor and Developer each may be alleged to be or found liable for negligence or other fault or liability arising from the same incident, accident or state of facts. However, this indemnity from Prime Subcontractor to Developer shall not be construed to extend to or include claims, losses, damages or expenses of any kind arising from the sole negligence of Developer.

(D) Prime Subcontractor shall assume and defend, at its sole expense, any suit, claim or legal or other proceedings for which indemnity is hereby required, with legal counsel subject to approval by Developer.

### MINIMUM LIMITS OF INSURANCE COVERAGE

Worker's Compensation:	Statutory Per State Requirement
Comprehensive General Liability (Incl. contractual liability):	\$1,000,000 Combined Single Limit (CSL)
Automobile Liability:	\$500,000 Combined Single Limit (CSL)

Not less than three (3) days prior to commencing work, the Prime Subcontractor shall deliver to Developer, at the address shown on the first page hereof, an insurance certificate naming "K. Hovnanian Developments of New Jersey, Inc., its subsidiaries and affiliated companies" as an "additional insured" (not a certificate holder) evidencing the above specified coverages. The insurance certificates shall additionally waive the carriers' rights of subrogation as to the Developer, and shall provide that the insurance coverage will not be decreased, changed, terminated or cancelled without ninety (90) days prior written notice to Developer. It shall be the Prime Subcontractor's responsibility to renew insurance certificates as they expire and to deliver a copy of the renewal certificate to Developer at least ten (10) days prior to their expiration. Failure to maintain insurance coverage in accordance herewith shall constitute a breach of the Agreement and shall entitle Developer to withhold payments required hereunder or to suspend or terminate Prime Subcontractor.

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## 7. SAFETY PRECAUTIONS

The Prime Subcontractor shall be responsible during its performance of the work required herein, for initiating, maintaining and supervising all safety precautions and programs required so as to prevent injury to all persons, property and the work. Prime Subcontractor shall be responsible for protecting against damage, injury or loss to:

1. All persons involved in the work and all other persons who may be in any way affected thereby; and
2. All the work, along with all materials and equipment to be incorporated in the work or utilized in the performance of the work whether in storage, on or off the site, under the care, custody or control of the Prime Subcontractor or any of its subcontractors, employees or other agents and all work being performed by others; and
3. Other property of any type or description located at or adjacent to the site, including trees, shrubs, lawns, roadways, structures, and utilities not designed for removal, relocation or replacement in the course of construction either by the Prime Subcontractor or by others.

By execution hereof, Prime Subcontractor represents and warrants that Prime Subcontractor: (a) has previously instructed or immediately upon execution hereof will instruct each of Prime Subcontractor's employees who will perform work hereunder in the recognition of unsafe conditions, as required by 29 CFR Part 1926.21 (b)(2); (b) has previously instructed or immediately upon execution hereof will instruct each of Prime Subcontractor's employees who will perform work hereunder in the regulations of the United States Occupational Safety and Health Administration ("OSHA") applicable to the employee's work environment, as required by 29 CFR Part 1926.21(b)(2) and work to be performed hereunder by Prime Subcontractor; (c) has currently or immediately upon execution hereof will commence and implement an appropriate hazard communication program, including hazard communication training, as required by CFR 1926.59 including Material Safety Data Sheets (MSDS) requirements as well as the proper labelling of the containers of all materials having hazardous components; (d) is familiar with the OSHA standards applicable to Prime Subcontractor's work and shall comply therewith; (e) will continue to instruct and train new employees of Prime Subcontractor performing work under this Subcontract Agreement as to the above and any other applicable OSHA rules and regulations and requirements throughout the period of time the Prime Subcontractor is performing work under this Subcontract Agreement; (f) will require each of its subcontractors who will be performing work on the subject project to supply to Prime Subcontractor a writing containing the same representations and warranties made above by Prime Subcontractor to evidence compliance by subcontractors with the obligations set forth above; and g) file a Safety Violation Report when applicable on the form provided by Developer. All work to be performed by the Prime Subcontractor shall be in accordance with all applicable federal, state, and local laws, ordinances, codes, rules and requirements bearing on safety of persons or property or their protection from damage, injury or loss. Prime Subcontractor is solely responsible for same. **NO PERSON UNDER THE AGE OF 18 IS TO BE ALLOWED ON THE CONSTRUCTION SITE.** Prime Subcontractor shall post all necessary danger signs and other warnings against hazardous conditions existing, or which might exist on the work site. Prime Subcontractor shall exercise due care under the circumstances in handling and storing all materials and equipment necessary for execution of the work and shall not load any part of the work material or equipment in any manner which would endanger its safety or the safety of persons or property. Prime Subcontractor shall install or post all necessary barricades around excavations or obstructions exposed to public traffic or which otherwise present a danger and shall protect such excavations from cave-in or collapse. All scaffolds, platforms, temporary floors, ramps, ladders and all temporary structures necessary for performing the work will be erected and maintained by the Prime Subcontractor so as to prevent injury or damage to persons, property or the work. Prime Subcontractor hereby indemnifies and holds Developer harmless for any and all claims, demands, lawsuits, costs, judgements, losses and liabilities including reasonable attorney fees of the Developer which in any way relates or is pertaining to breach of or negligence in performance of the work or the Prime Subcontractor's performance of duties required in this Paragraph or by law whether or not it is contended that the Developer contributed thereto in whole or in part.

## 8. LABOR DISPUTES

The presence of picket lines of any kind or form or the occurrence of labor dispute or union activity of any nature shall not excuse the Prime Subcontractor of its obligation to perform the work required under this Agreement, including but not limited to the furnishing of all labor, materials and equipment as specified in the Agreement. Failure or refusal to perform said work for Developer because of a labor dispute or union activity of any kind (whether or not the dispute relates to its Prime Subcontractor, the Developer or a third party) shall result in the cancellation of this contract at the discretion of the Developer without any prior notice to the Prime Subcontractor. Upon cancellation by the Developer, the Prime Subcontractor shall be liable for all damages including consequential damages, including but not limited to, any additional

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expense incurred by Developer to perform the work for the duration of any such labor dispute or union activity or in replacing Prime Subcontractor after cancellation of the contract by the Developer or for loss of any revenue caused by Prime Subcontractor's failure or refusal to perform the work called for under this Agreement. Damages may be deducted by the Developer from any monies due to Prime Subcontractor from Developer at time of cancellation. Prime Subcontractor shall employ labor and purchase materials pursuant to terms and conditions that foster good and harmonious labor relations at the site.

#### **9. PRIME SUBCONTRACTOR - SOLE EMPLOYER**

It is understood and agreed that the Developer and Prime Subcontractor are not joint employers. Employees, subcontractors, materialmen and suppliers of the Prime Subcontractor are, and remain, solely its employees or contractors. The Prime Subcontractor has the sole and exclusive right to hire, fire, supervise and direct its workforce; appoint supervisors or managerial personnel; set compensation and fringe benefits; establish wages, hours and working conditions; pay and remit all withholding taxes, Social Security, unemployment taxes and such other monies as may become payable as a result of an employer-employee relationship. No third party beneficiary relationship is created between those hired by the Prime Subcontractor and the Developer.

#### **10. GUARANTEE**

Prime Subcontractor agrees that labor, materials, equipment and installation supplied pursuant to this Agreement shall be unconditionally guaranteed to the later of : (1) one year from the date of Developer's payment for the labor, materials, equipment or installation provided or (2) one year from the date of Developer's transfer of title of the property on which the work or installation was performed or material or equipment supplied to a bona fide purchaser for value in an arm's length transaction or (3) for the length of the manufacturer's warranty or (4) two (2) years from the date of Prime Subcontractor's completion of each of the common facilities within the complex Developer is developing or (5) for the length of time Developer extends guarantees to Buyers or (6) the expiration date of the applicable statute of limitations. In the event a defect in the improvements is discovered, whether resulting from faulty labor, workmanship, installation or defective equipment or materials, Prime Subcontractor shall be responsible for correcting said defect within five (5) days of notice of said defect and for damage resulting from said defect. All manufacturer's warranties are to be supplied to Developer prior to payment. Payment is not evidence of acceptance of non-conforming or defective work.

#### **11. EXTRAS**

No extras will be allowed for any work unless Developer and Prime Subcontractor agree in writing in advance of the performance of such extra work or the amount of work which will constitute an extra and the total cost thereof, and no act, other than a writing, shall constitute a waiver of this requirement. Failure to agree in writing in accordance with this Paragraph that an item of work shall constitute an extra shall be conclusive in any action between the parties that the work so performed was intended to be within the scope of the work defined herein and does not constitute an extra. **ALL INVOICES FOR ALL EXTRA WORK SHALL BE SUBMITTED NO LATER THAN NINETY (90) DAYS AFTER WORK IS COMPLETED OR DEVELOPER SHALL NOT BE OBLIGATED TO PAY FOR SUCH EXTRA WORK.** The issuance and/or performance of extra work shall not abrogate, vary, avoid or affect the terms of this Agreement or extend the time of completion, unless an extension of time is expressly requested by Prime Subcontractor and granted by Developer in accordance with the provisions of this Agreement. When work is required to be done but the parties cannot agree whether it is extra work or contract work or cannot agree on the value of the work ordered to be done, the Prime Subcontractor shall perform the work without delay upon written order from the Developer. If the Prime Subcontractor refuses or fails to proceed, it shall be a material breach of this Agreement subjecting the Prime Subcontractor to being held in default whether or not the Prime Subcontractor is correct in its contentions, as the parties acknowledge that work on the site must not be delayed due to such a dispute. Prime Subcontractor shall maintain daily records signed by Developer's Representative of the actual quantities of labor, material and equipment used by Prime Subcontractor in performing such disputed work. Failure to keep such records will result in a waiver of any claim for an extra for such work.

#### **12. ACKNOWLEDGEMENTS**

Prime Subcontractor has carefully examined the job site, plans and specifications before entering into the within Agreement. No allowance will be made by Developer for, and Prime Subcontractor will not assert a claim for, a unilateral or other mistake based upon lack of full knowledge of any and all conditions, regulations, inspections, building codes, etc. except as to such underground conditions that are indeterminable before commencement of work. Prime Subcontractor acknowledges that Developer, in reliance upon the terms and conditions of the within Agreement, has sold to third parties, at fixed prices, the dwelling units being constructed on the subject job site. Prime Subcontractor further acknowledges that

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should Prime Subcontractor fail to adhere to the terms and conditions hereof, Developer may suffer economic loss or business reputation loss for which Prime Subcontractor agrees to be liable to Developer.

### 13. INSPECTIONS AND ACCEPTANCE

It shall be the responsibility of the Prime Subcontractor to schedule and pass all required inspections with the proper governmental authorities within the allotted time frame in Developer's Master Schedule. Upon completion of each separate item of the work, Prime Subcontractor shall notify Developer and the inspection authorities and request final inspection. Prime Subcontractor shall not proceed to the next level of work until required inspections have been made by Developer and proper governmental authorities.

Prime Subcontractor's On Site Representative shall be present during all inspections by the governmental authorities. Prime Subcontractor will be responsible for paying all fines/reinspection fees resulting from failed governmental inspections. Prime Subcontractor shall be liable to Developer for consequential damages resulting from the cover-up of damaged work.

### 14. PAYMENT AND PRICE

Purchase orders (white and yellow copies) may be issued to Prime Subcontractor at the time the work commences for contract items per the Schedule "A" Attachment to the Subcontract Agreement.

Prime Subcontractor, upon completion of the work and after an acceptable inspection by Developer, will sign and date the purchase order in the space provided and submit the yellow copy of the purchase order to Developer's Representative for approval. Prime Subcontractor, at his option, may attach to the yellow copy of the purchase order his invoice in which case the invoice number will be printed on the check. Developer's Representative will submit the purchase order to Developer's Corporate Headquarters for payment.

The yellow copy of the purchase order is the only copy acceptable for submission for payment. Developer will not accept the white copy or photo copies of purchase orders. The white copy is for Prime Subcontractor's records.

In the event the work is not completed and the purchase order is to be partially paid, the purchase order will be adjusted by the Developer's Representative and a new purchase order will be issued for the remaining amount.

Purchase orders will be paid within thirty (30) days of the approved purchase order date, subject to the retention provision of this Agreement. Payment of purchase orders by Developer shall not be interpreted to mean that Prime Subcontractor has performed all of its obligations pursuant to this Agreement.

If purchase orders are not issued, Prime Subcontractor may submit an invoice for work performed. Prime Subcontractor must include Vendor Number, Function Number and Subfunction Number on all invoices submitted for payment. Invoices shall be paid within thirty (30) days of the approved invoice date. If work is **not** completed by the date of invoice, then Developer has the right to hold invoice until work is completed and invoice will be paid within thirty (30) days thereafter. Payment amounts shall be made in accordance with Schedule A subject however to the retention provision of this Agreement. Payment by Developer shall not be interpreted to mean that Prime Subcontractor has performed all of its obligations pursuant to this Agreement.

The prices quoted in Schedule A shall not be subject to change for a period, phase or section of 2 YEARS effective as of the date of this Agreement. After 2 YEARS, this Agreement shall be automatically renewed on a month-to-month basis with all prices and conditions remaining unchanged.

Prime Subcontractor must provide Developer with written notification forty-five (45) days prior to any price change. In the event the Prime Subcontractor and Developer are unsuccessful in negotiating a price change and Prime Subcontractor subsequently withholds its services or fails to provide the necessary labor and/or materials in a timely manner, thereby interfering with the job progress, the Developer may terminate this Agreement and apply any payment due then or thereafter to additional expenses incurred in securing the completion of work and material obligations of the Prime Subcontractor. Payments may be withheld by Developer on account of (1) defective work not remedied, (2) claims filed by third parties, (3) failure of the Prime Subcontractor to pay its obligations, (4) reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum, (5) damage to the Developer or another subcontractor, (6) reasonable evidence that the work will not be completed within the contract time, (7) failure to carry out the work in accordance with the contract documents or (8) anticipated costs relating to service repairs for which Prime Subcontractor

is obligated under Paragraphs 10 and 25 of this Agreement. The final payment exclusive of retention shall be payable to the Prime Subcontractor after the work is completed and accepted and provided the work described in this Agreement is fully completed and performed in accordance with the contract documents and is satisfactory to the Developer. Before final payment, the Prime Subcontractor shall deliver to the Developer, on demand, duly executed releases extending to the Developer from each creditor of the Prime Subcontractor and a similar release from the Prime Subcontractor to the Developer. Payment by the Developer to the Prime Subcontractor of the final payment and the acceptance of such payment by the Prime Subcontractor, shall constitute a release by the Prime Subcontractor of the Developer of all things arising from or in breach of this Agreement, or resulting from the Prime Subcontractor's presence on the site, whether in contract, tort or otherwise, except any guarantee monies retained by the Developer.

Before making any payment to the Prime Subcontractor, the Developer shall have the right to request and receive from the Prime Subcontractor an affidavit stating in detail the unpaid obligations of the Prime Subcontractor in performing this Agreement, the names and addresses of creditors and the amounts due or to become due, and a statement of any condition causing the Prime Subcontractor to be delayed in the performance of its work.

The Prime Subcontractor shall deliver to the Developer on demand, statements and invoices of all materials and equipment furnished, receipted bills showing full payment of all obligations, receipted and certified payrolls showing full payment to all employees of the Prime Subcontractor or its subcontractors of wages earned during the preceding payroll periods.

#### **15. RETENTION**

The Prime Subcontractor agrees to have 10% % withheld from his invoice payments, not to exceed \$10,000, as partial assurance to Developer of his performance hereunder. Upon the expiration of 2 years from the date of this Agreement, said retainage shall be paid over to Prime Subcontractor subject to reductions as allowed hereunder. Release of said retainage shall not be interpreted to mean that Prime Subcontractor has performed all of its obligations pursuant to this Agreement.

#### **16. TAXES (ST-8 FORM)**

All Federal, State, County or Municipal sales, excise, payroll or other taxes required to be paid by law and all delivery costs are included in the contract sum and shall be paid by the Prime Subcontractor. Invoicing must show sales tax as a separate item on invoice, if applicable. In accordance with the ST-8 form attached for Prime Subcontractor's signature, Prime Subcontractor must certify that all sales and use taxes due will be paid by the Prime Subcontractor on purchases of materials incorporated or consumed in the performance of the Agreement described herein.

#### **17. TERMINATION BY DEVELOPER**

If Prime Subcontractor (a) shall fail to commence the work within the time required by the provisions hereof; or (b) shall, after commencement of the work hereunder, at any time interrupt the continuous prosecution thereof for a period of more than two (2) business days; or (c) shall fail to supply sufficient manpower; or (d) shall fail to perform satisfactory workmanship; or (e) shall default in the performance of any covenant or condition hereunder, and shall fail to remedy such default within 24 hours from the time and date of written notice from Developer, requesting compliance with the terms hereof; then, in such event, Developer may terminate this Agreement by giving written notice to Prime Subcontractor; whereupon this Agreement shall be fully terminated and cancelled. In such event, Developer shall proceed to complete or cause to be completed the work Prime Subcontractor was obligated to do hereunder, and Prime Subcontractor shall promptly pay to the Developer upon written request thereof, the amount of any damages sustained by Developer as a result of Prime Subcontractor's failure to so complete the work pursuant to this Agreement, including without limitation, all costs and expenses incurred by Developer in connection with completing the work to the extent that such costs and expenses exceed the unpaid balance of the contract price specified in Schedule A hereto. Upon termination, Developer, at its option, may use any and all materials, equipment or tools furnished by or belonging to the Prime Subcontractor to complete the work. Developer, at its option, may take over any orders or subcontractors of the Prime Subcontractor which the Prime Subcontractor hereby assigns to the Developer, upon termination of or taking over the work of the Prime Subcontractor in whole or in part.

The foregoing remedy shall be cumulative and not exclusive of any other remedies of Developer at law or in equity. In the event Developer institutes a lawsuit against Prime Subcontractor to recover damages caused by Prime Subcontractor's breach of this Agreement and a court of competent jurisdiction finds that Developer is entitled to recover such damages against Prime Subcontractor, Prime Subcontractor shall also be responsible for Developer's costs of litigation and Developer's reasonable attorneys fees at both the trial and appellate levels.

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Developer may terminate this Agreement and command Prime Subcontractor to cease work for any reason or no reason whatsoever, upon thirty (30) days written notice. If such termination is for the convenience only of Developer, and Prime Subcontractor is not then in default in the performance of any of the terms and conditions hereof, Prime Subcontractor shall be paid for its work completed to the date of termination subject, however, to the retention provisions of this Agreement and Prime Subcontractor shall remove its tools, equipment, personnel, debris and materials from the job site. In the event of such termination, Prime Subcontractor shall not be entitled to damages of any kind.

#### **18. TERMINATION FOR CONVENIENCE OF PRIME SUBCONTRACTOR**

Prime Subcontractor may terminate this contract by giving Developer forty-five (45) days written notice of its desire to terminate. If, as of the date of such termination, Prime Subcontractor is not in default of its performance under this Agreement, Prime Subcontractor will be paid for its work completed to the date of termination subject, however, to the retention provisions of this Agreement.

#### **19. TEMPORARY ON SITE STORAGE**

The Developer may, at its discretion, provide a temporary location for the Prime Subcontractor's use as a supply or storage area. Developer takes no responsibility for Prime Subcontractor's goods, equipment, tools, materials or facilities, nor will Developer provide utilities for Prime Subcontractor's use. Prime Subcontractor hereby agrees to indemnify and hold harmless the Developer from any claims, losses, damages or expenses including reasonable attorney's fees and costs incurred in connection with the use of said supply or storage areas. Prime Subcontractor shall be responsible for maintaining its supply or storage area in a neat, safe and sanitary condition and shall vacate said supply or storage area upon ten (10) days written notice from Developer. If the location of the supply area is changed by Developer, Developer will coordinate the movement of any of Prime Subcontractor's trailers located in the storage area and Prime Subcontractor shall reimburse Developer for any expense associated therewith.

#### **20. PROTECTIONS**

The Prime Subcontractor shall see that no utility lines of any nature shall be cut, disconnected or disturbed without permission from the Developer or the authority having jurisdiction. Prior to any digging or trenching, it shall be the Prime Subcontractor's responsibility to contact the underground location service of the utility and to notify the Developer of Prime Subcontractor's intention to dig or trench. Prime Subcontractor shall indemnify, defend and hold harmless Developer from any and all damages and claims including the costs of any suits or legal proceedings including attorney's fees arising from Prime Subcontractor's failure to comply with this provision.

#### **21. CONTROL OF WORK**

It is understood that the Developer shall have the right, at any time including during the progress of construction, to make any alteration, additions or omissions that it may desire, to the work or material herein specified or shown on the plans and specifications. Such alterations, additions or omissions shall not be a basis for the termination of the within Agreement, but if such changes are made, the value of same must be agreed upon in writing between the Developer and Prime Subcontractor.

Developer reserves the right to delete from the Subcontract Agreement any portion of the work bid on and/or awarded and to make the appropriate price reduction.

#### **22. MEASUREMENTS, ERRORS AND/OR OMISSIONS**

The plans and specifications show the general features of the construction. Before proceeding with any of the work, the Prime Subcontractor shall carefully check all the plans and specifications and shall be responsible for notifying the Developer of any conflicts, omissions or discrepancies contained herewith. The Developer shall make the final decision as to the correct interpretation of the plans and specifications. If there is a conflict, omission or discrepancy in the plans and specifications that Prime Subcontractor fails to notify Developer of prior to its commencement of work, Prime Subcontractor shall be responsible for all costs and repairs associated with correcting such conflict, omission or discrepancy.



### **23. JOB CONDITIONS**

Each Prime Subcontractor shall be responsible for checking the buildings and site area prior to commencing work and for notifying the Developer if any repairs are necessary or if areas are not ready for performance of this trade.

### **24. CUTTING AND PATCHING**

The Prime Subcontractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by other work shown, or reasonably implied, by the plans or specifications or required for the completed structure.

PRIME SUBCONTRACTOR SHALL NOT, WITHOUT THE WRITTEN CONSENT OF DEVELOPER, REMOVE, ALTER, MODIFY OR CHANGE ANY STRUCTURAL COMPONENT OR EQUIPMENT AND/OR INSTALLATION OF OTHER SUBCONTRACTORS. IN THE EVENT PRIME SUBCONTRACTOR SHALL REMOVE, ALTER, MODIFY OR CHANGE ANY STRUCTURAL COMPONENT OR EQUIPMENT AND/OR INSTALLATION OF ANY OTHER SUBCONTRACTOR, PRIME SUBCONTRACTOR SHALL INDEMNIFY, DEFEND, REIMBURSE AND HOLD HARMLESS DEVELOPER FOR ANY AND ALL INJURIES AND CLAIMS, WHETHER DIRECT OR CONSEQUENTIAL, RESULTING FROM SUCH NON-AUTHORIZED REMOVAL, ALTERATION, MODIFICATION OR CHANGE.

### **25. SERVICE REPAIRS**

The Prime Subcontractor is responsible for all service repairs connected with its work, whether the repairs were occasioned by the Prime Subcontractor's work or the work of others. He will be notified in writing of such repairs by means of a service repair ticket. When the repair is made and completed, Prime Subcontractor shall obtain the signature of the homeowner or Developer's representative on the service repair ticket and forward this ticket to the Service Department. If the repairs were due to or caused by the work of others, Developer agrees to compensate the Prime Subcontractor as Prime Subcontractor and Developer may agree in accordance with the unit prices established by this Agreement.

All service repairs must be completed within 24 hours of notification or the Developer, at his option, will request the repair to be made by others and charge this Prime Subcontractor for the cost of the work and coordination.

### **26. EMERGENCY SERVICE REPAIRS**

Prime Subcontractor shall establish an emergency repair telephone number which shall be manned on a 24 hour, seven day a week basis. This emergency number will be given to the Buyers of the dwelling units upon which the Prime Subcontractor has performed the work pursuant to this Agreement. Within 24 hours of being notified of an emergency, health or safety situation the Prime Subcontractor shall take appropriate steps to remedy the emergency. What comprises an emergency, health or safety situation, cannot be adequately defined and will therefore be reviewed on a case by case basis. If Prime Subcontractor fails to take any appropriate action, Developer, at its option, will request the repair to be made by others and charge the Prime Subcontractor for the reasonable cost of the work performed.

### **27. RECORDATION**

Prime Subcontractor expressly agrees that this Agreement shall not be recorded and that Prime Subcontractor will file no Mechanics or Materialman's lien, mechanics notice of intention or take any other action which may result in the attachment of a lien on the property on which the work is being performed. Prime Subcontractor warrants and covenants that it shall obtain a written agreement from all of its subcontractors, if Prime Subcontractor is allowed by Developer to utilize subcontractors, pursuant to Paragraph 31, whereby said Prime Subcontractor's subcontractors or suppliers agree not to record any Mechanics or Materialman's lien, mechanics notice of intention or take any other action which may result in the attachment of a lien on the property on which the work is being performed in connection with this project. Prime Subcontractor shall pay promptly when due, for all labor and material used in connection with, or specially fabricated for, the work performed by Prime Subcontractor hereunder. Failure to comply with this Paragraph shall be deemed a material and substantial breach of contract, for which Developer may immediately terminate this Agreement and exercise any other of Developer's remedies hereunder.

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## **28. CLEAN-UP**

At the end of each day when Prime Subcontractor has performed work on the job site, Prime Subcontractor shall pick up any and all trash and/or debris caused by him as a result of his work on the subject job site and deposit same in the trash receptacle specified by Developer. Failure to comply with Developer's instructions may result in Prime Subcontractor being assessed those extra costs that Developer would have to pay to properly dispose of mixed debris versus specified, separated debris. Developer shall supply the aforesaid trash receptacle at Developer's expense.

## **29. ACCESS AND FIELD CONDITIONS**

Prime Subcontractor shall access the site through specified locations and gates under direction of Developer. As warranted by field conditions, and at the discretion of the Developer, Prime Subcontractor may be required to wash off the wheels of his vehicle departing the site. Failure of Prime Subcontractor to comply with this Paragraph shall be deemed to be a material and substantial breach of this Agreement. Developer shall provide a wash station, if required, at Developer's expense.

## **30. WORK DAY/WORK WEEK**

A minimum of eight (8) hour per day, six (6) day work week (Monday - Saturday) is a condition of this contract in order to meet the required completion dates. This is subject to local regulations which may govern work days or work hours. Prime Subcontractor shall adhere to all such regulations. Failure of Prime Subcontractor to comply with this Paragraph shall be deemed to be a material and substantial breach of this Agreement.

## **31. SUBCONTRACTORS**

No subcontractors shall be used on this work by Prime Subcontractor unless previously approved in writing by Developer. Prime Subcontractor shall supply Developer with a list of possible subcontractors as part of its bid package. For all subcontractors approved by Developer, Prime Subcontractor warrants and covenants that it shall enter into written agreements with these subcontractors requiring them to carry insurance in compliance with Paragraph 6 of the Agreement and to also comply with Paragraphs 7 (Safety Precautions), 27 (Recordation) and 39 (Written Notification of Injury/Accident). Failure to comply with this Paragraph shall be deemed a material and substantial breach of contract, for which Developer may immediately terminate this Agreement and exercise any other of Developer's remedies hereunder.

## **32. PERMITS**

The Developer shall obtain and pay for all his permits, inspection fees, and bonds required for the performance of the work, unless otherwise specified. Any surety bonds required from or furnished by Prime Subcontractor shall be from surety companies duly licensed and approved by the State of New Jersey.

## **33. SANITARY PROVISIONS**

Adequate toilet and sanitary facilities shall be provided and maintained by the Developer for Prime Subcontractor's use. Said facilities shall be kept in sanitary condition.

## **34. GRADE LINES AND LEVELS**

The Developer shall establish and maintain all grade lines, levels, bench marks, etc., except those specifically mentioned as a part of the Prime Subcontractor's work. Prime Subcontractor will be responsible for costs incurred by Developer for any restaking of grade lines, levels, bench marks, etc., due to Prime Subcontractor's negligence.

## **35. HEADINGS**

Any titles or headings herein are for purposes of reference only and shall not be deemed to be a part of the Agreement.

## **36. GOVERNING LAWS**

This contract shall be governed by the laws of the State of New Jersey.

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### **37. NON-EXCLUSIVE**

The Developer may, under separate agreement, engage others to accomplish the work of the same trade of the Prime Subcontractor at this project location.

### **38. PROHIBITION OF PERFORMING WORK FOR DEVELOPER'S EMPLOYEES**

Without the written consent of the President of Developer, Prime Subcontractor shall not perform any non-emergency work of any nature whatsoever for any employee of Developer or its affiliated companies. Failure of Prime Subcontractor to comply with this Paragraph shall be deemed to be a material and substantial breach of this agreement.

### **39. WRITTEN NOTIFICATION OF INJURY/ACCIDENT**

Prime Subcontractor shall notify the Developer, in writing, of any and all personal injury or property damage within 24 hours of such personal injury or property damage resulting from the Prime Subcontractor's performance hereunder. The written notification shall include, at a minimum, the following information:

- Name of injured party or location of property damaged;
- Social security number of injured party;
- Address of injured party;
- Employer name and address;
- Telephone number of injured party;
- Date and time of accident;
- Location where injury occurred;
- Description of injury or extent of property damage;
- Description of injury and extent of injury/damages;
- Action taken with respect to injury or damage;
- Name, address and telephone number of witnesses to injury or property damage;
- Name, address and telephone number of person making report and date report made;
- On Site Representative's name;
- On Site Representative's signature.

### **40. RETURN OF MATERIALS FOR CREDIT**

Developer reserves the right to return to Prime Subcontractor any materials provided hereunder which do not comply with the specifications set forth in this Agreement. Prime Subcontractor shall give Developer full credit for such items returned and Prime Subcontractor shall further be responsible for the cost to remove and return said non-complying materials and for all costs associated with the reinstallation of the specified materials.

### **41. ALL CHANGES IN WRITING**

This Agreement cannot be changed or modified orally. Any change or termination must be in writing and signed by the parties.

### **42. ASSIGNMENT**

Any assignment by the Prime Subcontractor of this Agreement or any interest in it or any money due or to become due without the written consent of the Developer is prohibited and shall be void. Any assignment with the consent of the Developer shall not relieve the assignor of any responsibility or obligation under the Agreement.

### **43. PRIOR AGREEMENTS**

This Agreement sets forth the entire understanding of the parties hereto and supersedes all other agreements and understandings among or between any of the parties hereto relating to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent agreements of the parties.

**KHOV007263**

SCHEDULE "A"

SOCIETY HILL AT UNIVERSITY HEIGHTS III  
SITE C & E

VARSIY SODDING SERVICE

VENDOR #V0066

	<u>UNIT PRICE</u>
I. RESPREAD AND FINAL GRADE TOPSOIL SQ YD.	\$ .75
SCREED, RESPREAD AND FINAL GRADE TOPSOIL	\$ 1.41

II.

FINE GRADING AND SODDING  
LNO B-35-A

DELIVERED AND INSTALLED	\$ .24
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III. FINE GRADING AND HYDROSEED  
LNO B-35-A

MATERIAL AND LABOR	\$ .04
SEED & HAY (NO RAKING)	\$ .05

IV. MULCH  
LNO B-26-A

UNIT PRICE FOR AUTHORIZED EXTRAS \$ 35.00 /CU. YD. SUPPLIED AND  
INSTALLED.

NOTE: ALL MULCHING OF PLANT BEDS AND TREES INCLUDED IN LUMP SUM PLANTING  
PRICE ATTACHED.

V. WASHED RIVER STONE

3/4" - 1" DIAMETER DELAWARE RIVER STONE INSTALLED WITH WEED AT EACH  
CONDENSATION UNIT. TOTAL OF 314 UNITS.

	<u>UNIT PRICE</u>	<u>TOTAL</u>
INSTALLATION OF STONE AND WEED MAT	\$ 25.00 EA.	\$7,850.00

VI. ADDITIONAL RATES FOR EXTRAS

HAY	\$ 3.00/BAIL SUPPLIED
STRAW	\$ 4.00/BAIL SUPPLIED
SEED & HAY	\$ .04/SQ.FT. SUPPLIED/INSTALL
SEED & STRAW	\$ .05/SQ.FT. SUPPLIED/INSTALL
STONE UTILITY CLOSETS FLOORS (3/4 INCH)	\$25.00/CLOSET SUPPLIED/INSTALL
MULCH (3 INCHES THICK)	\$ .32/SQ.FT. SUPPLIED/INSTALL
DELAWARE RIVER STONE (1 INCH)	\$36.00/TON INSTALLED
WEED MAT	\$ .20/SQ.FT. INSTALLED

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SHIPPING RECEIPTS FOR SOD AND PLANTING MATERIALS MUST BE ATTACHED TO INVOICES  
IN ORDER TO BE APPROVED FOR PAYMENT.

VI. RAILROAD TIES  
LNO B-39-B

DIMENSIONAL TIE SIZE

PRICE PER TIE SUPPLY/INSTALL

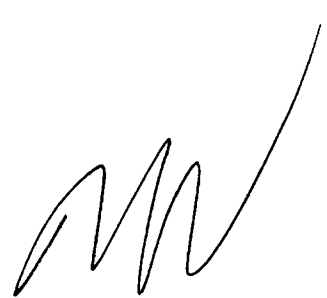
6" X 6" X 8'  
6" X 6" X 8'

\$ 38.00  
\$ 38.00

RAILROAD TIE MATERIAL TO BE SOUTHERN YELLOW PINE, SMOOTH ON FOUR SIDES WITH A  
0.4 PRESSURE TREATMENT. 10" GALVANIZED SPIKES TO BE USED IN INSTALLATION.  
DEADMAN ANCHORS TO BE USED AS REQUIRED FOR A GOOD INSTALLATION OR RETAINING  
WALLS. ALL TIES TO BE MANUFACTURED FOR GROUND CONTACT.

ADDITIONAL LABOR RATES FOR EXTRAS:

LABORER	\$ 18.00/HOUR W/ OPERATOR
FOREMAN	\$ 22.00/HOUR W/ OPERATOR
SUPERVISOR	\$ 22.00/HOUR W/ OPERATOR
KUBOTA TRACTOR	\$ 38.50/HOUR W/ OPERATOR
YORK RAKE/LOADER	\$ 38.50/HOUR W/ OPERATOR
BACKHOE	
TYPE-BOBCAT	\$ 38.50/HOUR W/OPERATOR
-CASE	\$ 48.50/HOUR W/ OPERATOR
DOZER	
TYPE-BOBCAT	\$ 38.50/HOUR W/ OPERATOR
-CASE	\$ 48.50/HOUR W/ OPERATOR
DUMP TRUCK	\$ 30.00/HOUR W/ OPERATOR



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VII. FOUNDATION AND COMMON AREA PLANTINGS  
LN1 B-26-A

<u>PHASE</u>	<u>BUILDING #</u>	<u>EACH</u>
15	14	\$ 11,946.00
16	15	\$ 10,299.00
17	16	\$ 2,463.00
18	17	\$ 3,127.00
19	18	\$ 3,041.00
20	19	\$ 3,421.00
21	20	\$ 2,555.00
22	21	\$ 3,644.00
23	22	\$ 12,022.00
24	23	\$ 6,396.00
25	24	\$ 7,990.00
26	25	\$ 2,896.00
27	26	\$ 3,118.00
28	27	\$ 10,200.00
29	28	\$ 8,410.00
30	29	\$ 6,974.00
31	30	\$ 2,914.00
32	31	\$ 5,572.00
33	32	\$ 9,994.00
34	33	\$ 13,995.00
35	REC. AREA	\$ 3,931.00
36	TENNIS	\$ 3,219.00
37	ROAD AREA	\$ 8,126.00
TOTAL LUMP SUM		\$146,253.00

THE ABOVE PRICES ARE INCLUSIVE OF ANY APPLICABLE SALES TAX AND ENCOMPASSES BOTH LABOR AND MATERIAL.

DEVELOPER RESERVES THE RIGHT TO ADD TO OR DELETE FROM ANY OF THE WORK BID ON AND/OR AWARD.



KH0V007266

**SCHEDULE "B"**  
**SOCIETY HILL AT UNIVERSITY HEIGHTS III**  
**SITE C & E**  
**LANDSCAPING**

**GENERAL CONDITIONS**

Subcontract Agreement and Schedule "A" attachment shall be considered the general conditions and shall be included in and become part of this section.

**SCOPE:**

The work under this section includes everything necessary for and incidental to executing and completing all work described herein. Subcontractor shall furnish all labor, material, equipment and supervision necessary to successfully complete all landscaping as required on the drawings.

**SPECIFIC REQUIREMENTS AND WORKMANSHIP**

Work to include but not limited to:

- A. Fine Grading
- B. Sod
- C. Plants and Shrubs
- D. Clean-up
- E. Guarantee
- F. Guying, staking and wrapping material
- G. Mulching
- H. Materials (when supplied by Subcontractor)
- I. Quality, Size, Inspection
- J. Workmanship

**A. Fine Grading**

1. Sitework Subcontractor will provide Landscape Subcontractor with a grade that is minus two and one half inch (2-1/2") plus or minus one inch (1") inch from final grade as shown on the plans.
2. Subcontractor shall transport topsoil stockpiled on site or not more than 1/4 miles from the site and spread as necessary.
3. Subcontractor will rake out all root matter, and debris either by means of a mechanical rake or hand tools to leave all landscape areas in a smooth condition.
4. Subcontractor will respread any top soil that might be necessary against the buildings (especially around the air conditioning units) to assure that the drainage is away from the building.

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#### B. Sod and Hydroseeding and Seeding

1. The sod for the lawn area will be placed as indicated on the landscape plans.
2. Sod shall be rolled in place with an appropriate roller to provide a smooth finish surface.
3. Sod to be guaranteed disease free at time of placement.
4. Subcontractor will be responsible for maintaining sod up to the first cutting.
5. Contractor will do everything possible to have the sprinkler system active before placement of sod, but the Subcontractor will be responsible for watering all the sod even in areas where the sprinkler lines are installed but not active when the sod is installed.
6. Subcontractor will submit copies of all sod delivery tickets, including what area the sod was put down, to the Contractor.
7. Limestone will be spread prior to the placement of sod at the rate of 135# per 1000 S.F. Fertilizer will be spread after the sod has been placed.
8. All sod to be placed on the ground with seam tightly fitted and staggered.

#### C. Planting

All plants and shrub types and sizes will be in accordance with the plans and specifications as indicated on the Landscape Plans.

1. Upon the option of the Landscape Architect the Subcontractor shall:
  - a. Stake the location of each plant in accordance with the plans. The staking and layout work shall be done sufficiently in advance of planting operations to allow the Landscape Architect's field adjustments prior to the start of digging operations. No foundation plantings shall be planted closer than 3' from any building.
  - b. Place the plant material on the ground in accordance with the plans. This layout work shall be done sufficiently in advance of planting before start of digging operations.



2. Under no conditions will the Subcontractor be allowed to predig holes prior to approval of the location of the plant material. The location of plants, as shown on the drawings is intended only as a guide. The final location of all plant material shall be determined in the field under the direction of the Landscape Architect.
  - a. All trees shall be planted in pits at least 2' greater in diameter than their ball of earth or spread of roots. The depth of the pits shall be at least as deep as it is necessary to accommodate the ball of the tree and to permit the required preparation of the bottom of the pit so that it will not be necessary to raise or lower the tree to bring it to the required grade. When the tree has been properly set, the pit shall be thoroughly watered before and after backfilling. Enough topsoil shall be used to bring the surface, when settled, to the required grade. The tree pit shall be ringed with earth at its edge to form a saucer of at least 3" depth.
  - b. All shrubs shall be planted in the planting beds previously prepared or, where freestanding, in individual pits. Individual shrub pits shall be at least 18" deep and at least one foot wider on each side than the ball of earth or spread of roots. All pits shall be circular in the outline and dug with vertical sides. After setting the shrub in the center of the pit, the pit shall be thoroughly settled by watering. The planting pit shall be ringed with earth at its edge to form a saucer at least 3" in depth. Mulch as specified.
  - c. When plant pits have been dug, the Subcontractor shall partially fill with water a representative number of pits in each area of the project to determine if there is adequate percolation in the sub-grade at each pit. If not, notify the Landscape Architect.
  - d. To the topsoil used in the backfilling of tree pits and shrub beds, there shall be added, as the progress of the work permits, manure or peat moss, ground limestone if soil tests indicate it is needed, and commercial fertilizer at the rate of three (3) pounds for trees up to 3" in caliper, one (1) pound per 1" caliper for larger trees, six (6) ounces for small shrubs and eight (8) ounces for each shrub 4' or over. Ground limestone, manure and fertilizer shall be incorporated thoroughly with the topsoil in the planting operation, care being taken that the manure does not come into immediate contact with the roots.
  - e. Backfill shall be watered, 12" at a time. After backfilling is completed, mulch all plant material. All trees and shrubs shall be mulched with shredded hardwood bark immediately after planting and finished topsoil grading. Trees and shrubs shall have a mulching of 4" mulch spread uniformly to cover the entire area of planting pits and/or beds. The final shaping/location of all beds shall be determined in the field under the direction of the Landscape Architect. Apply Treflan soil treatment or equal in accordance with manufacturer's recommendations prior to placing mulch.

- f. Pruning shall be carefully done in accordance with each plant specie requirements and/or as directed by the Landscape Architect. Any pruning of branches 1" in diameter or more, shall be treated with an approved tree paint.
- g. Guying and wrapping shall be as indicated on the drawings. Trees shall be guyed immediately after planting. Pieces of rubber hose shall be [Bed under the wires where they are attached to the tree. Wrapping material shall be wound spirally from the ground line of the trunk to 24" above the lowest main branch (second branch) with 50% overlap. The wrapping shall be tied at not less than five (5) places including the bottom, middle and top. The wrapping shall be done as soon as practicable after planting, but not before the condition of the trunks has been inspected and approved by the Landscape Architect.
- h. Adequate Protection shall be provided at all times for planted areas against trespassing by any individuals, and damage of any kind. Such protection shall be maintained to the completion of the contract work.
- i. Evergreen groundcover, where shown on plans, shall be planted uniformly in 6" topsoil. The Landscape Subcontractor shall ensure that the Contractor has provided substantial topsoil depth in groundcover beds. Fertilizer shall be incorporated with the soil previous to setting out plants at the rate of one (1) pound of fertilizer per 20 square feet of area. Mulch as specified.
- j. Maintenance of planting until acceptance - The areas around trees, shrubs and groundcover shall be kept cultivated, free of weeds and grass, and properly watered until acceptance, by the contractor and/or its agent. Pruning shall be done as soon as dead branches appear. If any tree settles more than 3" below the established grade, it shall be raised to the proper level and not merely filled in with additional topsoil.
- k. Winter Protection - The Subcontractor shall spray all needle evergreens with two (2) applications of antidesiccant, Dowex or approved equal. First application by the second week in November and second application in February when temperature is above 40 degrees.

### 3. Watering Plant Material

A. All material shall be thoroughly watered at one-week intervals throughout the summer. Thorough watering means the following:

1. A hose without nozzle should be inserted into the soil just beyond the earth ball and water allowed to run at a moderate rate until it bubbles to the surface. Remove hose and place at a new location diametrically opposite; allow the water to run until the earth saucer provided by the Contractor is filled to the brim. If this water is absorbed before fifteen minutes have elapsed, this indicated that the procedure outlined above should be repeated immediately and again for as many times as necessary to retain water for more than fifteen minutes.
2. During the month commencing with the third week in August and terminating with the third week in September, and interval between waterings should be extended to two (2) weeks in order to allow the buds to harden so that they will not enter the winter too full of water. After the third week in September, watering should be resumed on a weekly basis until frost.

B. Water suitable for irrigation will be furnished by the owner. The Contractor shall supply the appropriate watering equipment.

#### D. Clean Up

The Subcontractor shall at all times during the progress of the work keep the site free from accumulation of water matter or rubbish and shall confine his apparatus, materials and operations of his workmen to the limits prescribed by law or by the Contract Limit Lines.

Upon completion of the work covered by the Contract, the Subcontractor shall have the completed project ready for use without the need for further cleaning of any kind and with all work in new condition and perfect order. In addition, upon completion of all work, all plant, unused materials belongings to him or used under his direction during construction shall be removed from the project.

Dumping site for trash shall be provided for by the Contractor on the construction site.

#### E. Guarantee

The Subcontractor shall guarantee all plant material installed under this contract for a period of one (1) year after the Landscape Architect's final acceptance of all planting and at no additional cost to the Owner.

The Subcontractor shall replace any trees, shrubs or vines that are dead or that are, in the opinion of the Landscape Architect, unhealthy or unsightly or that have lost their design value or natural shape because of dead branches, excessive pruning, or inadequate or improper maintenance. All the above mentioned material will be removed immediately upon direction of the Landscape Architect and replacement planting is to be done no later than the succeeding season.

Note: Landscape Architect and Contractor (Owner) will have the same meaning throughout this contract. Although Contractor (Owner) will have final authority.

#### F. Guying, Staking and Wrapping Materials

Wire for tree guys shall be pliable #15 gauge galvanized annealed steel wire, twisted.

Turnbuckles shall be galvanized and have 4 1/2" lengthwise openings, threaded ends 5/16" diameter, fitted with screw eyes.

Hose shall be new black two-ply, reinforced, fiberbearing garden hose not less than 1/2" inside diameter.

Wrapping for tree trunks shall be of burlap, first quality, at least eight ounces in weight, spirally wound to the second branch with 50% overlap.

Deadmen shall be at least 8" diameter by 3' long of creosoted wood, for trees over 3" caliper (as required).

Stakes for guying trees shall be 2" x 2" x 48", one end pointed.

Stakes for vertical staking shall be 3" diameter cedar posts or as directed by the Landscape Architect.

#### G. Mulching

Mulch shall have no leaves, young green growth, wood shaving, sawdust or foreign material of any nature mixed with the bark. Samples shall be submitted to the Landscape Architect for approval, before purchase or delivery.

Place 2" shredded bark mulch or equivalent. Apply Treflan Soil Sterilant or equivalent according to manufacturer's specifications prior to placing mulch. Mulch shall be spread at a rate of 1.5 to 2 tons per acre spread uniformly at 70 to 90 lbs. per S.F. anchored with emulsified asphalt liquid mulch binder applied at a rate of 200 gal/acre.

#### H. Materials

##### Topsoil - when supplied by Subcontractor

Topsoil shall be natural topsoil, sandy loam, free from subsoil and obtained from an area which has never been stripped. Topsoil shall be of uniform quality, free from hard clods, roots, stiff clay, hard pan, stones larger than one inch, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips sticks or any other undesirable material. All topsoil shall be tested by a recognized independent soil testing organization and the results submitted in writing to the Landscape Architect.

Topsoil shall contain at least 7% organic matter. The acidity range shall be pH 5.0 to pH 7.0 inclusive.

The topsoil mixture materials shall be thoroughly mixed by hand or rotary mixer to the satisfaction of the Landscape Architect or his representative.

1. **Deciduous Plants:** Topsoil mixture for backfilling planted areas shall consist of four (4) parts by volume of topsoil thoroughly mixed with one (1) part of cow manure, or stable manure, and five (5) pounds of bone meal per cubic yard.
2. **Evergreen Plants:** Topsoil mixture for backfilling planted areas shall consist of three (3) parts by volume of topsoil thoroughly mixed with one (1) part of peat moss or humus.

#### Manure

Manure shall be well-rotted, unleached, 90% free from foreign matter and harmful chemicals, not less than eight (8) months old or more than two (2) years old from stable or cattle barn.

#### Commercial Fertilizers

Fertilizer for planting shall be complete fertilizer, part of the elements of which are derived from organic sources, and shall contain the following percentages by weight.

Nitrogen 5%, Phosphoric Acid 10%, Potash 5%. It shall be uniform in composition, dry, free-flowing, and shall be delivered to the site in the original unopened containers, all bearing the manufacturer's guaranteed analysis.

#### Shredded Hardwood Bark Mulch

Mulch shall have no leaves, young green growth, wood shavings, sawdust, or foreign materials of any nature mixed with the bark. Samples shall be submitted to the Landscape Architect for approval, before purchase or delivery.

#### Peat Moss

Peat moss shall be Michigan Peat Moss or approved equal in color and consistency.

#### Bone Meal

Bone meal shall be finely ground and have an minimum analysis of 2% nitrogen and 20% phosphoric acid.

#### Plant Material

Plant names used in the plant list shall conform to "Standardized Plant Names", second edition 1942.

Plant materials shall conform to the Standard Specifications of the "American Association of Nurserymen, Inc."

#### Antidesiccant:

For winter protection, use Dowex antidesiccant spray, or approved equal.

## I. Quality, Size and Inspection

The Sub-contractor shall furnish quantities necessary to complete the planting as shown and located on the plan. Plants shall have the habit of growth that is normal for the species and shall be sound, healthy, vigorous, free from insects, plant diseases and injuries. All plants shall equal or exceed measurements specified in the plant list which are the minimum acceptable. Plants should be measured before pruning with branches in normal position; necessary pruning shall be done at time of planting. The Contractor shall in loading and unloading or handling trees exercise the utmost care to prevent injuries to the branches or roots. The solidity of the root ball shall be carefully preserved.

Trees selected should be well matched as to height, spread and general conformation. Trees delivered with broken balls will be rejected.

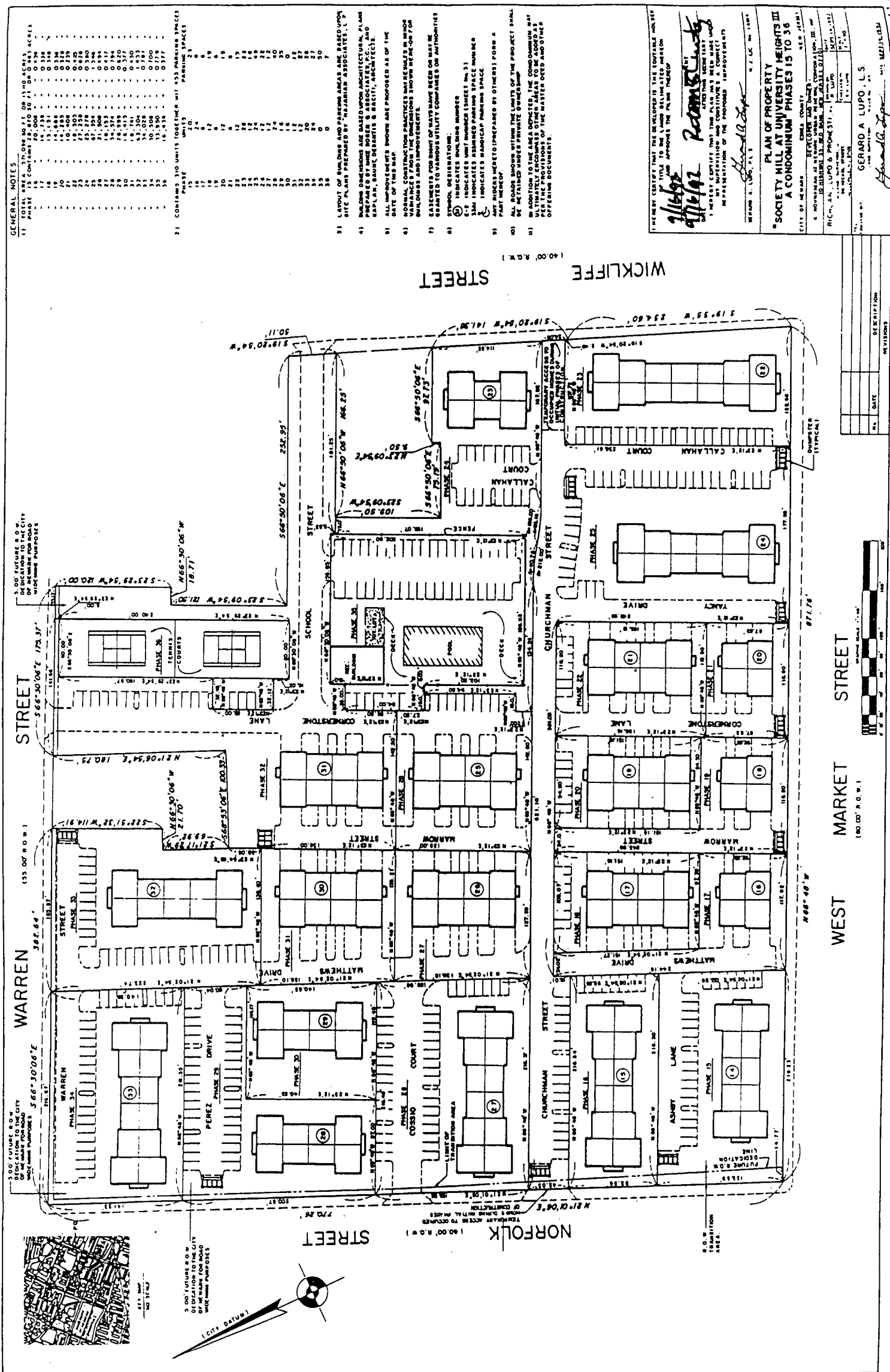
When all plant material has been selected and tagged by the Landscape Subcontractor, the Landscape Architect shall be notified in order to schedule his nursery inspection with a minimum of 10 days advanced notice. The Subcontractor shall accompany the Landscape Architect on this inspection. This shall be a general inspection of nursery stock to establish quality criteria for the project. The Subcontractor shall have located sufficient alternate choices to prevent loss of time in the event that some trees fail to meet with the approval of the Landscape Architect. The Landscape Architect reserves the right to reject any plant material delivered to the site that does not meet the quality of plant material tagged in the general nursery inspection.

## J. Workmanship

It is the Subcontractor's responsibility to inform the Landscape Architect in writing prior to planting of any conditions existing on the site which could be considered detrimental to the successful planting and growth of any plant material in this contract.

Collected plant material shall not be used unless nursery grown stock is not available and then only when authorized in writing by the Landscape Architect. Collected stock shall have balls 4" larger than nursery grown stock. Bare root plants if specified shall be puddled immediately after digging by immersing the roots in a thick mixture of clay so as to completely coat roots with clay.

Bare root plants shall be so handled that the roots are protected at all times, and if delivery is made in open vehicles the entire load must be suitable covered. They shall be planted immediately upon delivery or immediately heeled in. In heeling the roots are covered and care must be taken that no air pockets remain among the roots. No plants shall be bound with rope or wire in such a manner as to damage the bark or break branches.



## SCHEDULE C

### CITY OF NEWARK AFFIRMATIVE ACTION REQUIREMENTS

The Prime Subcontractor shall adhere to all terms and conditions of the City of Newark's Affirmative Action Program, ordinances and rules and regulations relative thereto, all as amended. Prime Subcontractor shall comply with same and will complete all forms and supply all information and documents requested by the Developer or City of Newark Officials. By signing this Prime Subcontractor's Agreement Prime Subcontractor confirms that he has reviewed all applicable ordinances, rules and regulations, copies of which are maintained in the construction trailer at the project which included but is no limited to Newark Municipal Council Resolution TRBC, Ordinance 6 and FBE enacted December 9, 1984, which amends Newark Revised Ordinance 2:2-40.1 et. seq. which outlines monetary penalties and punishment and other terms regarding compliance. In addition the following pertains:

1. Primary Subcontractor is to complete the required appendixes A thru G inclusive and defined by the office of Affirmative Action City of Newark: Standard Operating Procedures. A copy of the standard operating procedures with forms revised May 1988 is attached for your general review. Contact either Anthony Battle or Linda Thorne at the City Affirmative Action Department (201) 733-8159 for the most recent procedure manual and guidance in completing appendixes A thru G.
2. Form A thru G are to be completed and executed by the Prime Subcontractor at the time of contract signing. Originals are to be forwarded by the Prime Subcontractor to the City of Newark attention Anthony Battle. A copy set is to be submitted to the Developer with the contract documents at the time of signing.
3. Appendixes F and G are to be updated and submitted to the Developer's Field Administrative Assistant before the 3rd of each month. Appendix G is to include the total dollar amount awarded to the Prime Subcontractor up to the current month. Appendix F defines the onsite work force personnel for that month.
4. A certified weekly payroll is to be submitted Friday of each week to the Developer's Field Administrative Assistant. Sample Form attached for review.
5. Prime Subcontractor's foreman/supervisor is to submit a daily work force head count to the Developer's Field Administrative Assistant no later than 8:30 a.m. of each work day. The head count for any work activity performed by the Prime Subcontractor on the weekend is to be documented and submitted the Monday following no later than 8:30 a.m.
6. Failure to comply and/or submit the required documentation as described or required by the City of Newark Affirmative Action Department will result in a delay of payment of monies to the Prime Subcontractor until such documentation is in order.

#### Description

#### Submit

Appendix A thru G  
Updated Appendix F and G  
Certified Weekly Payroll  
Daily Head Counts

Time of Contract signing  
3rd of each month  
Friday of each week  
8:30 a.m. each day

KHOV007276



## SCHEDULE C

### Women's Business Enterprises

Furthermore, City of Newark is actively representative of the Women's Business Enterprises. Contact Linda Thorne for information at (201) 733-6394.

If Prime Subcontractor has represented to Developer that it has reviewed MBE/WBE qualification requirements and that it can obtain certification as an MBE/WBE. Prime Subcontractor is to provide to Developer proof that it has submitted all necessary documentation for the above certification process to a certifying agency approved by Developer and the City of Newark and to provide to Developer copy of all said documentation. The Prime Subcontractor shall provide to Developer verification of it receiving certification within five (5) days of receipt of same from the certifying agency. Prime Subcontractor shall have a continuing obligation to forward copies of all communication to or from the certifying agency during the certification process or at any time thereafter if Prime Subcontractor's certification is in question.

KHOV007277

# Office of Affirmative Action City of Newark

## STANDARD OPERATING PROCEDURES



City of Newark  
Sharpe James  
Mayor

MUNICIPAL COUNCIL  
Ralph T. Grant, Jr.,  
Council President

Donald Bradley  
Councilman, South Ward

George Branch  
Councilman, Central Ward

Anthony Carrino  
Councilman, North Ward

Gary Harris  
Councilman-At-Large

Henry Martinez  
Councilman, East Ward

Ronald L. Rice  
Councilman, West Ward

Donald Tucker  
Councilman-at-large

Marie L. Villani  
Councilwoman-at-Large

KHOV007278

City of Newark Affirmative Action Program

Standard Operating Procedures

Revised May 1988

**PURPOSE:**

To establish a procedure for each contractor or sub-contractor to follow with regard to employment and compliance of the Affirmative Action Program.

**PROCEDURE:**

SECTION I	General Information	Pg. 1
SECTION II	Contractors Responsibilities	Pg. 2
SECTION III	Pre-Award Documents	Pg. 3-10
SECTION IV	Meeting Manpower Goals	Pg. 11
SECTION V	Daily reports	Pg. 13
SECTION VI	Payroll Reports	Pg. 15

SECTION I  
GENERAL INFORMATION

The Standard Operating Procedures Manual has been revised for the purpose of accumulating and compiling all comprehensive information to ensure compliance of the City of Newark's Affirmative Action Plan.

The procedure is mandatory and applies to Owners, Developers, General Contractors, Suppliers and Vendors receiving Tax Abatement, Land Leases, Loans, Grant Contracts, City Contracts and/or other special concessions from the City of Newark.

1. The Office of Affirmative Action is located in City Hall, 920 Broad Street, Room B-25, Newark, New Jersey 07102, (201) 733-6394.
2. All General/Prime Contractors awarded a City Contract, Demolition Contract and/or Construction Project, must attend a Pre-Award Conference with the City of Newark's Office of Affirmative Action.
3. All General/Prime Contractors must complete and submit to the Office of Affirmative Action an entire set of pre-award documents at least one month prior to construction or contract starting, ensuring dates and dollar amounts as required.
4. All Suppliers/Vendors must submit Appendixes A and G if contract or purchase order is in excess of \$4,500. The General/Prime Contractor must include on their Appendix G all suppliers and/or vendors.
5. All Contractors doing any work for or within the City of Newark must register with the License Bureau, City of Newark, 920 Broad Street, Room 115, Newark, New Jersey, prior to starting work.
6. All Minority Business enterprises and Women Business Enterprises, Contractors, Suppliers and Vendors, must be registered with the Office of Affirmative Action, Room B-25, 920 Broad Street, Newark, New Jersey, (201) 733-6394 and certified by an approved government agency. Failure to comply with this requirement may result in disallowance of the MBE dollars for that specific contractor(s).

**KHOV007280**

7. Minority Business Enterprise (MBE) shall be deemed independently owned and operated, its management is responsible for both its daily and its long-term operation, and if its management owns at least 51 percent interest in the business.

In order to be eligible as a MBE, a business must be a sole proprietorship, partnership or corporation at least 51 percent of which is owned and controlled by persons who are black, Hispanic, Asian American, American Indian or Alaskan natives, which are follows:

Black American: having origins in any of the black racial groups of Africa.

Hispanic American: a person of Mexican, Puerto Rican, Cuban, Central or South America or other non-European Spanish culture or origin, regardless of race.

Asian American: a person having origins in any of the original people of the Far East Southwest Asia, and Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

8. Minority worker is defined as follows:

- a. Black American: having origins in any of the black groups of Africa.
- b. Hispanic American: a person of Mexican, Puerto Rican, Cuban, Central or South American or other non-European Spanish culture or origin, regardless of race.
- c. Asian American: a person having origins in any of the original people of the Far East, Southeast Asia, and Indian subcontinent, Hawaii or the Pacific Islands.
- d. American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

## SECTION II

### CONTRACTOR'S RESPONSIBILITIES

1. The General/Prime Contract is responsible for the awarding of 25% of the total contract/project dollar amount to minority contractor(s) in accordance with the City of Newark's Affirmative Action Ordinance, Chapter 2, Article 11, of the revised Affirmative Action Ordinance of the City of Newark, New Jersey 1984, as amended and supplemented.
2. All Contractors are required to file with the City of Newark's License Bureau, City Hall, Room 115, in accordance with Ordinance to amend Title 8, Businesses and Occupations of the revised Ordinances of the City of Newark, New Jersey 1984 as amended and supplemented adding thereto Chapter 21, Building Contractors. (To establish regulations and procedures for licensing of Building Contractors.)
3. The General/Prime Contractor is responsible for each of his/her sub-contractor's compliance with the City of Newark's Affirmative Action Ordinance. When awarding sub-contracts, the General/Prime Contractor is required to stipulate the requirements in meeting the Affirmative Action Ordinance.
4. The General/Prime Contractor has the responsibility of submitting all documents, manpower and payroll reports as required by the Standard Operating Procedures Manual in accordance with the City of Newark's Affirmative Action Ordinance.
5. All Minority Contractors, Suppliers and Vendors must be registered with the Office of Affirmative Action, Room B-25, City Hall, 920 Broad Street, Newark, New Jersey 07102, (201) 733-6394 and certified by an approved government agency. Failure to comply with this requirement may result in disallowance of the MBE dollars for that specific contractor(s).

SECTION III  
CITY OF NEWARK'S AFFIRMATIVE ACTION PROGRAM  
STANDARD OPERATING PROCEDURE

PRE-AWARD DOCUMENTS

- A. Statement of Compliance
- B. Letter to Subcontractor
- C. Designation of Compliance Officer
- D. Contractor's Goals
- E. Contractor's Obligations
- F. Manning Table (Six-month projection of manpower to be used on project)
- G. Minority Business Utilization Certificate

(All required items to be completed and include the total dollar amount awarded to date. General/Prime Contractors will indicate on their Appendix G. All suppliers and/or vendors with direct awards or purchase orders given by them. All Contractors must submit updated Appendix G before the 5th of each month)

Dollar amount of contract column must equal at minimum the project cost specified in the tax abatement application.

- H. All Minority Contractors will submit a copy of their Certification Documentation from an approved government agency.

**\*\*All dates and dollar amounts must be included.**

**\*\*All Contractors must complete all of the above appendixes, with the exception of Suppliers and Vendors.**

**\*\*Suppliers and Vendors with contracts and/or purchase orders in excess of \$4,500 will complete Appendixes A and G only.**

**KHOV007283**



AFFIRMATIVE ACTION PLAN

STATEMENT OF COMPLIANCE

The employment policies and practices of Varsity Sodding Service, Inc. are to recruit and to hire employees without discrimination because of race, creed, color or national origin, and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This company submits this plan to assure compliance with Executive Order No. 11246 and subsequent orders and more specifically the Newark Affirmative Action Plan that may pertain to this program and to reaffirm its continued commitment to a program of equal employment opportunity and merit employment policies.

It agrees to assert leadership within the community and to put forth the maximum effort to achieve full employment and utilization of the capabilities and productivity to all our citizens without regard to race, creed, color or national origin.

This company further recognizes that the effective application of a policy of merit employment involves more than a policy statement and will, therefore, undertake a program of affirmative action to make known that equal employment opportunities are available on the basis of individual merit and to encourage all persons seek employment with the company and to strive for advancement on this basis.

  
\_\_\_\_\_  
President/Director

Varsity Sodding Service  
1204 Main Street  
Swoyersville, PA 18704

Society Hill at University Heights III



# *Varsity Sodding Service, Inc.*



1204 MAIN STREET  
SWOYERSVILLE, PENNSYLVANIA 18704  
(717) 288-5269

## EQUAL EMPLOYMENT OPPORTUNITY

### DESIGNATION OF COMPLIANCE OFFICER

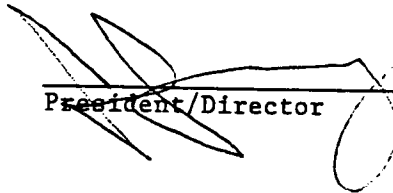
Varsity Sodding Service, Inc.  
1204 Main Street  
Swoyersville, PA 18704

Attention: All Employees

Mr John S. Yarosz has been appointed the Affirmative Action Compliance Officer, under the direct supervision of John S. Yarosz, for the Varsity Sodding Service, Inc. He will handle all complaints which allege discrimination because of race, creed, color or national origin. He will also handle all compliance situations relative to the Newark Affirmative Action Program.

This company is bound to live up to the provisions of the Civil Rights Act of 1964 and the current Executive Order relating to Equal Employment Opportunity.

Mr. John S. Yarosz can be reached by telephone at (717)288-5269. His office address is 1204 Main Street, Swoyersville, PA.

  
\_\_\_\_\_  
President/Director

\_\_\_\_\_  
Society Hill at University Heights III

c Lynda J. Thornes  
Affirmative Action

KHOV007285

*Varsity Sodding Service, Inc.*



1204 MAIN STREET  
SWOYERSVILLE, PENNSYLVANIA 18704  
(717) 288-5269

CONTRACTOR'S OBLIGATIONS

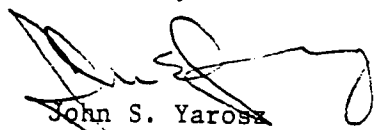
Office of Affirmative Action  
City Hall, Room B-25  
920 Broad Street  
Newark, NJ 07102

Dear Ms. Thornes:

We shall designate the Affirmative Action Officer or his/her designee to submit the weekly payroll records for all crafts covered under the contract provisions. In addition, we will include a monthly cumulative summary of project manhours worked on a craft by craft basis, and identified as to minority or non-minority status.

Failure to submit these reports will result in sanctions.

Sincerely,

  
John S. Yarosz  
President

Varsity Sodding Service, Inc.  
1204 Main Street  
Swoyersville, PA 18704

Society Hill at University Heights III

KHOV007286

## NEWARK

PROJECTED START-  
PROJECTED COMPL

[illegible]

**KHOV007287**

Newark

Minority Business Enterprises Utilization Certificate  
Office of Affirmative Action

Job Site Address

Appendix G

Job Site #

Company Name/ Address	Dates	Minority Status	Type of Work Service and/or Supplies	Dollar Amount of Contract
	Contract Awarded Project Start Date Project Completion Date	Minority Yes <input type="checkbox"/> No <input type="checkbox"/> WBE Yes <input type="checkbox"/> No <input type="checkbox"/>		
Phone No.				
IRS No.				
	Contract Awarded Project Start Date Project Completion Date	Minority Yes <input type="checkbox"/> No <input type="checkbox"/> WBE Yes <input type="checkbox"/> No <input type="checkbox"/>		
Phone No.				
IRS No.				
	Contract Awarded Project Start Date Project Completion Date	Minority Yes <input type="checkbox"/> No <input type="checkbox"/> WBE Yes <input type="checkbox"/> No <input type="checkbox"/>		
Phone No.				
IRS No.				
	Contract Awarded Project Start Date Project Completion Date	Minority Yes <input type="checkbox"/> No <input type="checkbox"/> WBE Yes <input type="checkbox"/> No <input type="checkbox"/>		
Phone No.				
IRS No.				

NOTE: This form MUST be filled out completely, all dates and dollar amounts must be included. This is a monthly form due by the 5th of each month.

IN WITNESS, WHEREOF, the undersigned has caused this certificate to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Sworn and subscribed to me before this day of \_\_\_\_\_, 19 \_\_\_\_.

CITY OF NEWARK'S AFFIRMATIVE ACTION PROGRAM  
STANDARD OPERATING PROCEDURES  
FOR MEETING MANPOWER REQUIREMENTS

SECTION IV

Purpose: To establish a procedure for each contractor to follow with regard to employment of journeymen, apprentices, referrals and non-union.

Procedures: Journeyman

1. The minority requirement for all journeymen hours 33 1/3% except laborers, laborers shall be 50%. Contractors will make every effort to reach minority head count through union referrals a maximum of seventy-two (72) hours should be allotted for the unions to supply minority journeymen.
2. If the required head count cannot be reached through union referrals, the contractor should document this effort and immediately forward a copy to the City of Newark's Manager, Office of Affirmative Action, Room B-25, 920 Broad Street, Newark, New Jersey 07102.
3. If the contractor refuses to employ any person referred by the union, he must submit a written explanation within 24 hours to the City of Newark's Office of Affirmative Action, keeping in mind that any refusal to employ any person referred must be based solely on ability and/or performance and should not in any way be influenced by union or any other organization affiliation.
4. If, after making a good faith effort to obtain minority journeymen through unions, the contractor cannot meet the minority hour requirement, he must notify the Office of Affirmative Action for the necessary non-union minority journeymen.

5. If a contract finds that a union will not accept the benefits and/or provide the coverage as per the collective bargaining agreement for non-union journeymen, he should document this effort and submit a copy to the City of Newark's Office of Affirmative Action. He must then pay the fringe benefits to the non-union journeymen in his pay check.
6. The contractor will be considered in compliance ONLY when 33 1/3% minority head count goal have been attained for journeymen and 50% minority goal for laborers.

#### Union Apprentice

1. Union apprentice are to be placed on the job according to the bargaining agreement the contractor and the union.
2. Fifty percent (50%) of all apprentices must be minority.
3. If the contractor refuses to employ any person referred by the union, he must submit a written explanation within 24 hours to the City of Newark's Affirmative Action, keeping in mind that any refusal to employ any person referred must be based solely on ability and/or performance and should not in any way be influenced by union or any other organization affiliation.
4. The contractor will be considered in compliance only when the 50% minority apprentice goal is attained.

#### Trainees

1. In the event that the union cannot supply minority apprentice, the contractor shall employ a trainee.
2. All trainees shall be referred by the Office of Affirmative Action's Manpower Referred Unit.
3. The ratio shall be as approved by the Department of Labor.
4. When the amount of journeymen meets the allotment of apprentice, (in most cases 1 apprentice to 5 journeymen) trainees shall be hired from the City of Newark's Affirmative Action Manpower Referral Unit.

5. The wage requirements shall be the same as the apprentice on the equal level of knowledge and performance.
6. After evaluation by the contractor of the trainee, written notification of such shall be submitted to the Office of Affirmative Action as to the level of knowledge and performance.

Lay-Offs

1. Lay-offs will be in accordance with the Department of Labor's procedure, keeping in mind the head count requirements.
2. Lay-offs for non performance should be documented and a copy sent to the Manager, Office of Affirmative Action.

## DAILY REPORTS

### SECTION V

1. The Daily Report must be filled out completely by the site superintendent, foreman, or his representative.
2. This report must be ready for the Affirmative Action Program Monitor's inspection of manpower on site no later than 9:00 a.m.
3. In order to simplify this report, it is suggested that the home office pre-type and reproduce enough forms with the company's information, project location, construction site number and list all of their sub-contractors and their respective crafts. The site superintendent, foreman and representative need only to date, fill in correct manpower and sign.
4. All projects working other than the normal day-time hours must notify the Affirmative Action Program Monitor.
5. The Affirmative Action Program Monitor will be notified in advance as to project closing and the reason.
6. All manpower disputes should be brought to the attention of the Affirmative Action Program Monitor.



**OFFICE OF AFFIRMATIVE ACTION**  
**Daily Report**

COMPANY NAME _____	TELEPHONE# _____	SITE# _____ DATE _____
ADDRESS _____	SITE LOCATION _____	SUPER/FORMAN _____
		A.A.SPECIALIST _____

[illegible]

**KHOV007293**

## CERTIFIED PAYROLL REPORTS

### SECTION VI

1. A copy of your weekly payroll must be submitted listing all manpower working on a project, excluding administrative personnel.
2. An indicator of the first week and the final week will be made. All in between weeks will be dated for pay period.
3. Names, addresses to include city, state and social security numbers must be included for all manpower reported.
4. Total hours, salary and trade must be indicated for each individual.
5. Minority, non-minority, female and male must be indicated for each individual.
6. The name and telephone number of the person responsible for preparing project payroll must be included.

Note: If all of the above are on, or added to a company's payroll, that report will be accepted. Failure to include all of the above will result in the mandatory use of the Office of Affirmative Action Payroll Form.

CONTRACTOR'S CERTIFIED PAYROLL  
OFFICE OF AFFIRMATIVE ACTION

CONTACT PERSON

START  
DATE

PAYROLL ENDING DATE

COMPL  
DATE:

[illegible]

\_\_\_\_\_ I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE FOREGOING FACTS ARE TRUE.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

AA-7  
REV. 6/89

**KHOV007295**

1111

**UNIVERSITY HEIGHTS III COLORS**

**SEPTEMBER 11, 1992**

**KHOV007296**

NEWARK COLORS

SIDING - WOLVERINE CLASSIC VINYL SIDE DOUBLE FOUR

COLORS

PEWTER  
WICKER  
ALMOND  
CLAY  
HERRINGBONE

WINDOWS TO BE WHITE  
CORNERS TO BE WHITE 5"  
GUTTERS, LEADERS, FASCIA, SOFFIT AND DENTIL MOLDING TO BE WHITE  
GARAGE DOORS TO BE SAME COLOR AS SIDING

SEE ATTACHED BAY WINDOW DETAIL

ROOF

GAF ROYAL SOVEREIGN OR APPROVED SUBSTITUTE

COLORS

ROYAL GRAY BLEND  
WINDSOR BLACK BLEND  
CASTLEWOOD

BRICK

GLEN GERY CORPORATION

SELECTIONS

LANCASTER BLEND  
53DD  
52DD

MORTAR COLOR SCHEDULE

SIDING COLOR

WICKER  
ALMOND  
CLAY  
PEWTER  
HERRINGBONE

MORTAR COLOR

GLEN GERY MORTAR G401  
GLEN GERY MORTAR G401  
GLEN GERY MORTAR G401  
REGULAR GRAY  
REGULAR GRAY

KHOV007297

PAINTS

F&H PAINTS  
609-931-2746  
ATTN: PAUL SCHWEIGER

COLORS

5025A	SEAPORT
6325R	RUBRUM LILY
4535N	CHARCOAL
5432N	ALUMINUM
6155N	MONTERY PINE
5383M	DISTANT HILLS
5444D	GRAY FLANNEL
	BLACK
	WHITE

BUILDING #14

SIDING	HERRINGBONE
BRICK	53DD
ROOF	ROYAL GRAY BLEND

UNIT

SHUTTERS/DOORS

FYPON

A1	BLACK	FRANKLIN WHITE
A2	BLACK	FRANKLIN WHITE
B1	SEAPORT	WHITE
B2	SEAPORT	WHITE
C1	MONTERY PINE	DISTANT HILLS
C2	MONTERY PINE	DISTANT HILLS
D1	RUBRUM LILY	WHITE
D2	RUBRUM LILY	WHITE
E1	GRAY FLANNEL	WHITE
E2	GRAY FLANNEL	WHITE

ENDS OF BUILDING TO WRAP AROUND FROM FRONT  
SOUGH END OF BUILDING TO BE SAME AS NORTH

KHOV007298

BUILDING #15

SIDING	CLAY
BRICK	S2DD
ROOF	CASTLEWOOD

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPON</u>
A1	MONTERY PINE	FRANKLIN WHITE
A2	MONTERY PINE	FRANKLIN WHITE
B1	RUBRUM LILY	WHITE
B2	RUBRUM LILY	WHITE
C1	BLACK	FRANKLIN WHITE
C2	BLACK	FRANKLIN WHITE
D1	SEAPORT	WHITE
D2	SEAPORT	WHITE
E1	MONTERY PINE	FRANKLIN WHITE
E2	MONTERY PINE	FRANKLIN WHITE
F1	CHARCOAL	WHITE
F2	CHARCOAL	WHITE

ENDS OF BUILDING TO WRAP AROUND FROM FRONT  
NORTH END OF BUILDING TO BE SAME AS SOUTH

BUILDING #16

SIDING	PEWTER
BRICK	LANCASTER BLEND
ROOF	WINDSOR BLACK BLEND

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPON</u>
A (BRICK)	GRAY FLANNEL	WHITE
B&C (SIDING)	SEAPORT	WHITE
D&E (SIDING)	SEAPORT	WHITE
F (BRICK)	GRAY FLANNEL	WHITE

ENDS OF BUILDING TO BE SAME AS FRONT

KHOV007299

BUILDING #17

SIDING	WICKER
BRICK	53DD
ROOF	ROYAL GRAY BLEND

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPOLN</u>
A (SIDING)	RUBRUM LILY	FRANKLIN WHITE
B&C (BRICK)	MONTERY PINE	FRANKLIN WHITE
D&E (SIDING)	SEAPORT	WHITE
F (BRICK)	BLACK	WHITE
G (BRICK)	BLACK	WHITE
H&I (SIDING)	SEAPORT	WHITE
J&K (BRICK)	MONTERY PINE	FRANKLIN WHITE
L (SIDING)	RUBRUM LILY	FRANKLIN WHITE

END OF BUILDING TO WRAP AROUND FROM FRONT UNITS

BUILDING #18

SIDING	ALMOND
BRICK	52DD
ROOF	CASTLEWOOD

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPON</u>
A (BRICK)	MONTERY PINE	FRANKLIN WHITE
B&C (SIDING)	DISTANT HILLS	WHITE
D&E (SIDING)	DISTANT HILLS	WHITE
F (BRICK)	MONTERY PINE	FRANKLINW HITE

END OF BUILDING TO WRAP AROUND FROM FRONT UNITS

BUILDING #19

SIDING	HERRINGBONE
BRICK	LANCASTER BLEND
ROOF	WINDSOR BLACK BLEND

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPON</u>
A (SIDING)	GRAY FLANNEL	WHITE
B&C (BRICK)	MONTERY PINE	FRANKLIN WHITE
D&E (SIDING)	SEAPORT	WHITE
F (BRICK)	BLACK	WHITE
G (BRICK)	BLACK	WHITE
H&I (SIDING)	SEAPORT	WHITE
J&K (BRICK)	MONTERY PINE	FRANKLIN WHITE
L (SIDING)	GRAY FLANNEL	WHITE

END OF BUILDING TO WRAP AROUND FROM FRONT UNITS

KHOV007300



BUILDING #20

SIDING	CLAY
BRICK	53DD
ROOF	ROYAL GRAY BLEND

UNIT

SHUTTERS/DOORS

FYPON

A (BRICK)	BLACK	WHITE
B&C (SIDING)	RUBRUM LILY	FRANKLIN WHITE
D&E (SIDING)	RUBRUM LILY	FRANKLIN WHITE
F (BRICK)	BLACK	WHITE

END OF BUILDING TO WRAP AROUND FROM FRONT

BUILDING #21

SIDING	PEWTER
BRICK	52DD
ROOF	WINDSOR BLACK BLEND

UNIT

SHUTTERS/DOORS

FYPON

A (SIDING)	SEAPORT	WHITE
B&C (BRICK)	MONTERY PINE	FRANKLIN WHITE
D&E (SIDING)	RUBRUM LILY	WHITE
F (BRICK)	GRAY FLANNEL	WHITE
G (BRICK)	GRAY FLANNEL	WHITE
H&I (SIDING)	RUBRUM LILY	WHITE
J&K (BRICK)	MONTERY PINE	FRANKLIN WHITE
L (SIDING)	SEAPORT	WHITE

BUILDING #22

SIDING	WICKER
BRICK	LANCASTER BLEND
ROOF	CASTLEWOOD

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPON</u>
A1	MONTERY PINE	FRANKLIN WHITE
A2	MONTERY PINE	FRANKLIN WHITE
B1	SEAPORT	WHITE
B2	SEAPORT	WHITE
C1	BLACK	WHITE
C2	BLACK	WHITE
D1	RUBRUM LILY	FRANKLIN WHITE
D2	RUBRUM LILY	FRANKLIN WHITE
E1	DISTANT HILLS	FRANKLIN WHITE
E2	DISTANT HILLS	FRANKLIN WHITE
F1	MONTERY PINE	FRANKLIN WHITE
F2	MONTERY PINE	FRANKLIN WHITE
G1	BLACK	WHITE
G2	BLACK	WHITE

END OF BUILDING TO WRAP AROUND FROM FRONT  
EAST SIDE OF BUILDING TO BE SAME COLOR AS WEST

BUILDING #23

SIDING	HERRINGBONE
BRICK	53DD
ROOF	ROYAL GRAY BLEND

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPON</u>
A1	SEAPORT	WHITE
A2	SEAPORT	WHITE
B1	CHARCOAL	WHITE
B2	CHARCOAL	WHITE
C1	MONTERY PINE	FRANKLIN WHITE
C2	MONTERY PINE	FRANKLIN WHITE

END OF BUILDINGS TO WRAP AROUND FROM FRONT  
EAST END OF BUILDING TO BE SAME AS WEST

KHOV007302

BUILDING #24

SIDING	CLAY
BRICK	LANCASTER BLEND
ROOF	CASTLEWOOD

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPON</u>
A1	GRAY FLANNEL	WHITE
A2	GRAY FLANNEL	WHITE
B1	MONTERY PINE	FRANKLIN WHITE
B2	MONTERY PINE	FRANKLIN WHITE
C1	RUBRUM LILY	WHITE
C2	RUBRUM LILY	WHITE
D1	BLACK	FRANKLIN WHITE
D2	BLACK	FRANKLIN WHITE
E1	SEAPORT	WHITE
E2	SEAPORT	WHITE
F1	MONTERY PINE	DISTANT HILLS
F2	MONTERY PINE	DISTANT HILLS

ENDS OF BUILDING TO WRAP AROUND FROM FRONT  
EAST ELEVATION TO BE SAME AS WEST

BUILDING #25

SIDING	ALMOND
BRICK	53DD
ROOF	CASTLEWOOD

A (SIDING)	MONTERY PINE	DISTANT HILLS
B&C (BRICK)	GRAY FLANNEL	WHITE
D&E SIDING	SEAPORT	WHITE
F (BRIC)	BLACK	FRANKLIN WHITE
H&I SIDING	SEAPORT	WHITE
J&K BRICK	GRAY FLANNEL	WHITE
L SIDING	MONTERY PINE	DISTANT HILLS

END OF BUILDING TO WRAP AROUND FROM FRONT

KHOV007303

BUILDING #26

SIDING	PEWTER
BRICK	LANCASTER BLEND
ROOF	WINDSOR BLACK BLEND

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPON</u>
A (BRICK)	CHARCOAL	WHITE
B&C SIDING	RUBRUM LILY	WHITE
D&E BRICK	BLACK	WHITE
F SIDING	SEAPORT	FRANKLIN WHITE
G SIDING	SEAPORT	WHITE
H & I (BRICK)	BLACK	WHITE
J & K SIDING	RUBRUM LILY	WHITE
L BRICK	CHARCOAL	WHITE

BUILDING #27

SIDING	WICKER
BRICK	53DD
ROOF	ROYAL GRAY BLEND

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPON</u>
A1	GRAY FLANNEL	WHITE
A2	GRAY FLANNEL	WHITE
B1	MONTERY PINE	FRANKLIN WHITE
B2	MONTERY PINE	FRANKLIN WHITE
C1	RUBRUM LILY	WHITE
C2	RUBRUM LILY	WHITE
D1	BLACK	FRANKLIN WHITE
D2	BLACK	FRANKLIN WHITE
E1	SEAPORT	WHITE
E2	SEAPORT	WHITE
F1	MONTERY PINE	DISTANT HILLS
F2	MONTERY PINE	DISTANT HILLS

ENDS OF BUILDING TO WRAP AROUND FROM FRONT  
EAST ELEVATION SAME AS WEST

KHOV007304

BUILDING #28

SIDING	HERRINGBONE
BRICK	LANCASTER BLEND
ROOF	WINDSOR BLACK BLEND

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPON</u>
A1	BLACK	FRANKLIN WHITE
A2	BLACK	FRANKLIN WHITE
B1	SEAPORT	WHITE
B2	SEAPORT	WHITE
C1	RUBRUM LILY	WHITE
C2	RUBRUM LILY	WHITE
D1	MONTERY PINE	FRANKLIN WHITE
D2	MONTERY PINE	FRANKLIN WHITE

ENDS TO WRAP AROUND FROM FRONT  
EAST ELEVATION SAME AS WEST

BUILDING #29

SIDING	ALMOND
BRICK	53DD
ROOF	CASTLEWOOD

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPON</u>
A1	MONTERY PINE	DISTANT HILLS
A2	MONTERY PINE	DISTANT HILLS
B1	DISTANT HILLS	WHITE
B2	DISTANT HILLS	WHITE
C1	RUBRUM LILY	WHITE
C2	RUBRUM LILY	WHITE
D1	BLACK	WHITE
D2	BLACK	WHITE

KHOV007305

BUILDING #30

SIDING	CLAY
BRICK	52DD
ROOF	ROYAL GRAY BLEND

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPON</u>
A SIDING	MONTERY PINE	FRANKLIN WHITE
B&C BRICK	BLACK	WHITE
D&E	RUBRUM LILY	WHITE
F BRICK	GRAY FLANNEL	WHITE
G BRICK	GRAY FLANNEL	WHITE
H&I SIDING	RUBRUM LILY	WHITE
J&K BRICK	BLACK	WHITE
L SIDING	MONTERY PINE	FRANKLIN WHITE

ENDS OF BUILDING TO WRAP AROUND FROM FRONT

BUILDING #31

SIDING	WICKER
BRICK	LANCASTER BLEND
ROOF	CASTLEWOOD

<u>UNIT</u>	<u>SHUTTERS/DOORS</u>	<u>FYPON</u>
A BRICK	CHARCOAL	WHITE
B&C SIDING	MONTERY PINE	FRANKLIN WHITE
D&E BRICK	RUBRUM LILY	FRANKLIN WHITE
F SIDING	SEAPORT	WHITE
G SIDING	SEAPORT	WHITE
H&I BRICK	RUBRUM LILY	FRANKLIN WHITE
J&K SIDING	MONTERY PINE	FRANKLIN WHITE
L	CHARCOAL	WHITE

ENDS OF BUILDING TO WRAP AROUND FROM FRONT

KHOV007306

BUILDING #32

SIDING	HERRINGBONE
BRICK	53DD
ROOF	WINDSOR BLACK BLEND

<u>UNIT</u>	<u>SHUTTERS/DOOR</u>	<u>FYPON</u>
A1	GRAY FLANNEL	WHITE
A2	GRAY FLANNEL	WHITE
B1	SEAPORT	WHITE
B2	SEAPORT	WHITE
C1	RUBRUM LILY	WHITE
C2	RUBRUM LILY	WHITE
D1	MONTERY PINE	FRANKLIN WHITE
D2	MONTERY PINE	FRANKLIN WHITE
E1	RUBRUM LILY	FRANKLIN WHITE
E2	RUBRUM LILY	FRANKLIN WHITE

BUILDING #33

SIDING	PEWTER
BRICK	52DD
ROOF	ROYAL GRAY BLEND

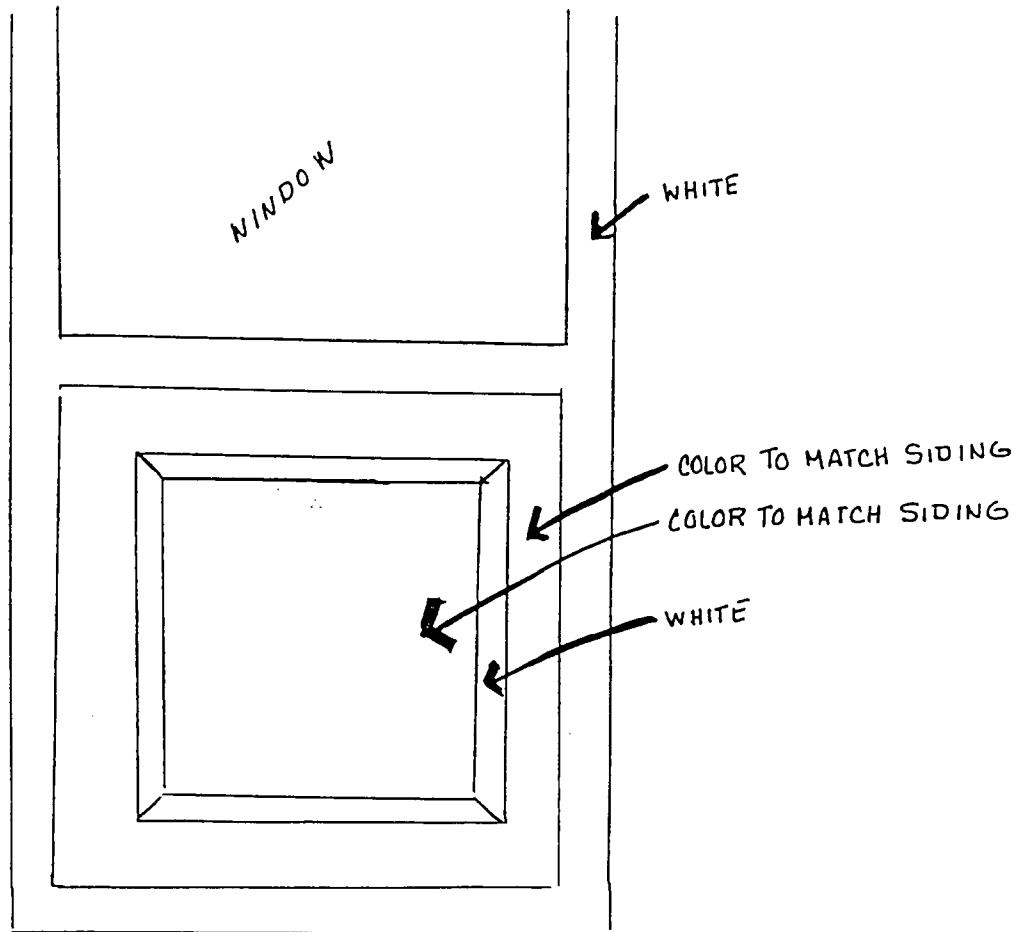
<u>UNIT</u>	<u>SHUTTERS/DOOR</u>	<u>FYPON</u>
A1	BLACK	WHITE
A2	BLACK	WHITE
B1	RUBRUM LILY	WHITE
B2	RUBRUM LILY	WHITE
C1	SEAPORT	WHITE
C2	SEAPORT	WHITE
D1	MONTERY PINE	FRANKLIN WHITE
D2	MONTERY PINE	FRANKLIN WHITE
E1	BLACK	WHITE
E2	BLACK	WHITE
F1	GRAY FLANNEL	WHITE
F2	GRAY FLANNEL	WHITE

NORTH ELEVATION TO MATCH SOUTH  
ENDS OF BUILDING TO WRAP AROUND FROM FRONT

RECREATION BUILDING

SIDING	HERRINGBONE
ROOF	ROYAL GRAY BLEND
BRICK	53 DD
SHUTTERS/DOORS	SEAPORT

KHOV007307





# SCHEDULE OF DRAWINGS

## SOCIETY HILL AT UNIVERSITY HEIGHTS III SITE C & E

ARCHITECT: KGDR

UNIT MIX: STACKED TOWNHOUSES - 1050, 1150, 1500

<u>DWG.</u>	<u>NO.</u>	<u>TITLE</u>	<u>DATE</u>	<u>LATEST REVISION DATE</u>
	1	COVER SHEET	9/17/92	
A-1	2	DETAILS	9/17/92	
A-2	3	WALL SECTION	9/17/92	
A-3	4	DETAILS	9/17/92	9/24/92
A-4	5	DETAILS	9/17/92	
A-5	6	DETAILS	9/17/92	9/24/92
A-6	7	FOUNDATION PLAN 12-UNIT BUILDING	9/17/92	9/24/92
A-7	8	FOUNDATION PLAN 16-UNIT BUILDING	9/17/92	
A-8	9	FOUNDATION PLAN 20-UNIT BUILDING	9/17/92	9/24/92
A-9	10	FOUNDATION PLAN 24-UNIT BUILDING	9/17/92	9/24/92
A-10	11	FOUNDATION PLAN 28-UNIT BUILDING	9/17/92	
A-11	12	COMPOSITE FLOOR PLANS- 12 UNIT BUILDING	9/17/92	10/1/92
A-12	13	COMPOSITE FLOOR PLANS- 16 UNIT BUILDING	9/17/92	9/24/92
A-13	14	COMPOSITE FLOOR PLANS- 16 UNIT BUILDING	9/17/92	
A-14	15	COMPOSITE FLOOR PLANS- 20 UNIT BUILDING	9/17/92	
A-15	16	COMPOSITE FLOOR PLANS- 20 UNIT BUILDING	9/17/92	
A-16	17	COMPOSITE FLOOR PLANS- 24 UNIT BUILDING	9/17/92	
A-17	18	COMPOSITE FLOOR PLANS- 24 UNIT BUILDING	9/17/92	
A-18	19	COMPOSITE FLOOR PLANS- 28 UNIT BUILDING	9/17/92	
A-19	20	COMPOSITE FLOOR PLANS- 28 UNIT BUILDING	9/17/92	9/24/92
A-20	21	COMPOSITE ELVS. 12 & 16 UNIT BLD.& END ELVS.	9/17/92	
A-21	22	COMPOSITE ELEVS. 20 - UNIT BUILDING	9/17/92	9/24/92
A-22	23	COMPOSTIE ELEVATIONS 24 & 28 UNIT BLDG.	9/17/92	9/24/92
A-23	24	FLOOR PLANS STH 1050 BB MARKET UNIT	9/17/92	9/24/92
A-24	25	FLOOR PLANS STH 1050 BB	9/17/92	
A-25	26	ELEVATIONS "A" STH 1050 BB	9/17/92	
A-26	27	ELEVATIONS "B" STH 1050 BB	9/17/92	
A-27	28	ELEVATIONS "C" STH 1050 BB	9/17/92	9/24/92
A-28	29	FLOOR PLANS STH 1150 BB	9/17/92	9/24/92
A-29	30	ELEVATIONS "A" STH 1150 BB	9/17/92	9/24/92
A-30	31	ELEVATIONS "B" STH 1150 BB	9/17/92	9/24/92
A-31	32	FLOOR PLANS STH 1500 BB	9/17/92	
A-32	33	ELEVATIONS "A" & "B" STH 1500 BB	9/17/92	
A-33	34	BUILDING SECTION & SCHEDULES	9/17/92	
S-1	35	STRUCTURAL PLANS STH 1050 BB	9/14/92	9/24/92
S-2	36	STRUCTURAL PLANS STH 1050 BB	9/14/92	9/24/92
S-3	37	STRUCTURAL PLANS STH 1150 BB	9/14/92	9/24/92
E-1	38	ELECTRICAL PLANS STH 1050 BB	9/17/92	9/24/92
E-2	39	ELECTRICAL PLANS STH 1150 BB	9/17/92	9/24/92
E-3	40	ELECTRICAL PLANS STH 1500 BB	9/17/92	9/24/92
E-4	41	ELECTRICAL PLANS STH 1500 BB & RISER DIAGMS	9/17/92	9/24/92
M-1	42	HVAC FLOOR PLANS STH 1150 BB	8/27/92	9/14/92
M-2	43	HVAC ELOOR PLANS STH 1050 BB	8/27/92	9/14/92
M-3	44	HVAC FLOOR PLANS STH 1500 BB	8/27/92	9/14/92

KHOV007309

# SCHEDULE OF DRAWINGS

## SOCIETY HILL AT UNIVERSITY HEIGHTS III SITE C & E

ARCHITECT: MIKE ROSES & ASSOCIATES

UNIT MIX: TOWPLEX W/GARAGE 1400, 1500, 1800

<u>DWG.</u>	<u>NO. TITLE</u>	<u>DATE</u>	<u>LATEST REVISION DATE</u>
	COVER SHEET		
SP-1	SPECIFICATIONS	8/14/92	10/2/92
A-1	UNIT PLANS - FOUNDATION PLAN	8/31/92	8/31/92
A-2	UNIT PLANS - 1st & 2nd FLOOR PLAN	8/31/92	
A-3	UNIT PLANS - 3rd & 4th FLOOR PLANS	8/31/92	
A-4	BUILDING SECTION	8/31/92	9/10/92
A-4a	BUILDING SECTION	8/31/92	9/10/92
A-5	FRONT ELEVATION (12 UNIT BLDG.)	8/31/92	9/10/92
A-5a	FRONT ELEVATION ( 6 UNIT BLDG.)	8/31/92	9/10/92
A-6	SIDE ELEVATION (12 UNIT BLDG.)	8/31/92	9/10/92
A-6a	SIDE ELEVATION ( 6 UNIT BLDG.)	8/31/92	9/10/92
A-7	1st & 2nd FLOOR ELECTRICAL PLANS	8/31/92	
A-8	3rd & 4th FLOOR ELECTRICAL PLANS	8/31/92	
A-9	12 UNIT BLDG. - FOUNDATION PLAN	8/31/92	
A-10	12 UNIT BLDG. - 1st & 2nd FLOOR PLAN	8/31/92	
A-11	12 UNIT BLDG. - 3rd & 4th FLOOR PLANS	8/31/92	
A-12	12 UNIT BLDG. - ELEVATIONS	8/31/92	
A-13	6 UNIT BLDG. - FOUNDATION PLAN	8/31/92	
A-14	6 UNIT BLDG. - 1st & 2nd FLOOR PLANS	8/31/92	
A-15	6 UNIT BLDG. - 3rd & 4th FLOOR PLANS	8/31/92	
A-16	6 UNIT BLDG. - ELEVATIONS	8/31/92	
S-1	2nd & 3rd FLOOR FRAMING PLANS	8/31/92	
S-2	4th & ROOF FRAMING PLANS	8/31/92	
CD-1	CONSTRUCTION DETAILS	8/31/92	9/10/92
CD-2	CONSTRUCTION DETAILS	8/31/92	
M-1	HVAC PLANS	8/27/92	
M-2	HVAC PLANS	8/27/92	
P-1	FIRE SPRINKLER PLANS	8/08/92	
P-2	FIRE SPRINKLER PLANS	8/08/92	
P-3	FIRE SPRINKLER RISER DIAGRAM	8/08/92	

KHOV007310

**SOCIETY HILL AT UNIVERSITY HEIGHTS III**  
**SITE C & E**

**UNIT MIX SCHEDULE**  
10/20/92

<u>FOUNDATION TYPE</u>	<u>MODEL</u>	<u>UNIT</u>	<u>BUILDING#</u>		
T06-AA 6 UNIT TOWNPLEX WITH GARAGE	TPTG 1500 BB	A	16,18,20		
	TPTG 1400 BB	B			
	TPFG 1800 BB	C			
	TPFG 1800 BB	D			
	TPTG 1400 BB	E			
	TPTG 1500 BB	F			
T12-AA 12 UNIT TOWNPLEX WITH GARAGE	TPTG 1500 BB	A	17,19,21,25,26,30,31		
	TPTG 1400 BB	B			
	TPFG 1800 BB	C			
	TPFG 1800 BB	D			
	TPTG 1400 BB	E			
	TPTG 1500 BB	F			
	TPTG 1500 BB	G			
	TPTG 1400 BB	H			
	TPFG 1800 BB	I			
	TPFG 1800 BB	J			
	TPTG 1400 BB	K			
	TPTG 1500 BB	L			
	M12-AA 12 UNIT STACKED TOWNHOUSE	STH 1500 G		A1	23
		STH 1500 U		A2	
STH 1050 GM *		B1			
STH 1050 UM *		B2			
STH 1500 G		C1			
STH 1500 U		C2			
STH 1500 G		D1			
STH 1500 U		D2			
STH 1050 GL *		E1			
STH 1050 UL *		E2			
STH 1500 G		F1			
STH 1500 U		F2			
M16-AA 16 UNIT STACKED TOWNHOUSE		STH 1500 G	A1	28,29	
		STH 1500 U	A2		
	STH 1050 G	B1			
	STH 1050 U	B2			
	STH 1050 G	C1			
	STH 1050 U	C2			
	STH 1500 G	D1			
	STH 1500 U	D2			
	STH 1500 G	E1			
	STH 1500 U	E2			
	STH 1050 G	F1			
	STH 1050 U	F2			
	STH 1050 G	G1			
	STH 1050 U	G2			
	STH 1500 G	H1			
	STH 1500 U	H2			

\* Mt. Laurel - Low/Moderate Income Unit

**KHOV007311**

**SOCIETY HILL AT UNIVERSITY HEIGHTS III**  
**SITE C & E**

**UNIT MIX SCHEDULE**  
10/20/92

<b><u>FOUNDATION TYPE</u></b>	<b><u>MODEL</u></b>	<b><u>UNIT</u></b>	<b><u>BUILDING#</u></b>
M20-AF	STH 1500 G	A1	32
20 UNIT STACKED	STH 1500 U	A2	
TOWNHOUSE	STH 1050 G	B1	
	STH 1050 U	B2	
	STH 1050 GL *	C1	
	STH 1050 UM *	C2	
	STH 1050 GL *	D1	
	STH 1050 U	D2	
	STH 1500 G	E1	
	STH 1500 U	E2	
	STH 1500 G	F1	
	STH 1500 U	F2	
	STH 1050 G	G1	
	STH 1050 U	G2	
	STH 1050 GM *	H1	
	STH 1050 UL *	H2	
	STH 1050 GL *	I1	
	STH 1050 U	I2	
	STH 1500 G	J1	
	STH 1500 U	J2	
M20-AG	STH 1500 G	A1	14
20 UNIT STACKED	STH 1500 U	A2	
TOWNHOUSE	STH 1050 G	B1	
	STH 1050 U	B2	
	STH 1050 GL *	C1	
	STH 1050 UM *	C2	
	STH 1050 GM *	D1	
	STH 1050 UL *	D2	
	STH 1500 G	E1	
	STH 1500 U	E2	
	STH 1500 G	F1	
	STH 1500 U	F2	
	STH 1050 G	G1	
	STH 1050 U	G2	
	STH 1050 GM *	H1	
	STH 1050 UL *	H2	
	STH 1050 GL *	I1	
	STH 1050 UM *	I2	
	STH 1500 G	J1	
	STH 1500 U	J2	

\* Mt. Laurel - Low/Moderate Income Unit

**KHOV007312**

SOCIETY HILL AT UNIVERSITY HEIGHTS III  
SITE C & E

UNIT MIX SCHEDULE  
10/20/92

<u>FOUNDATION TYPE</u>	<u>MODEL</u>	<u>UNIT</u>	<u>BUILDING#</u>
M24-AC 24 UNIT STACKED TOWNHOUSE	STH 1500 G	A1	15,27,33
	STH 1500 U	A2	
	STH 1150 G	B1	
	STH 1150 U	B2	
	STH 1050 GL *	C1	
	STH 1050 UM *	C2	
	STH 1050 GM *	D1	
	STH 1050 UL *	D2	
	STH 1150 G	E1	
	STH 1150 U	E2	
	STH 1500 G	F1	
	STH 1500 U	F2	
	STH 1500 G	G1	
	STH 1500 U	G2	
	STH 1150 G	H1	
	STH 1150 U	H2	
	STH 1050 GM *	I1	
	STH 1050 UM *	I2	
	STH 1050 GL *	J1	
	STH 1050 UL *	J2	
	STH 1150 G	K1	
	STH 1150 U	K2	
	STH 1500 G	L1	
	STH 1500 U	L2	
M24-AD 24 UNIT STACKED TOWNHOUSE	STH 1500 G	A1	24
	STH 1500 U	A2	
	STH 1150 G	B1	
	STH 1150 U	B2	
	STH 1050 G	C1	
	STH 1050 U	C2	
	STH 1050 G	D1	
	STH 1050 U	D2	
	STH 1150 G	E1	
	STH 1150 U	E2	
	STH 1500 G	F1	
	STH 1500 U	F2	
	STH 1500 G	G1	
	STH 1500 U	G2	
	STH 1150 G	H1	
	STH 1150 U	H2	
	STH 1050 GL *	I1	
	STH 1050 UM *	I2	
	STH 1050 GM *	J1	
	STH 1050 UL *	J2	
	STH 1150 G	K1	
	STH 1150 U	K2	
	STH 1500 G	L1	
	STH 1500 U	L2	

\* Mt. Laurel - Low/Moderate Income Unit

KHOV007313

SOCIETY HILL AT UNIVERSITY HEIGHTS III  
SITE C & E

UNIT MIX SCHEDULE  
10/20/92

<u>FOUNDATION TYPE</u>	<u>MODEL</u>	<u>UNIT</u>	<u>BUILDING#</u>
M28-AA	STH 1500 G	A1	22
28 UNIT STACKED	STH 1500 U	A2	
TOWNHOUSE	STH 1150 G	B1	
	STH 1150 U	B2	
	STH 1050 G	C1	
	STH 1050 U	C2	
	STH 1050 G	D1	
	STH 1050 U	D2	
	STH 1050 G	E1	
	STH 1050 U	E2	
	STH 1150 G	F1	
	STH 1150 U	F2	
	STH 1500 G	G1	
	STH 1500 U	G2	
	STH 1500 G	H1	
	STH 1500 U	H2	
	STH 1150 G	I1	
	STH 1150 U	I2	
	STH 1050 G	J1	
	STH 1050 U	J2	
	STH 1050 G	K1	
	STH 1050 U	K2	
	STH 1050 G	L1	
	STH 1050 U	L2	
	STH 1150 G	M1	
	STH 1150 U	M2	
	STH 1500 G	N1	
	STH 1500 U	N2	

\* Mt. Laurel - Low/Moderate Income Unit

KHOV007314

IN WITNESS WHEREOF, the parties have hereunto fixed their hands and seals on the date first above written.

WITNESS/ATTEST

*Dorothy J. Frey*  
(print name below signature) *DOROTHY J. FREY*

ATTEST

*[Signature]* *RS*  
Robert Schwartz  
ASSISTANT SECRETARY

Varsity Sodding Services, Inc.

Prime Subcontractor Company Name

*John S. Gack*  
(print name below signature)  
Prime Subcontractor

K. HOVNANIAN AT NEWARK URBAN RENEWAL CORP  
III, INC

*Conrad E. Gack*  
Conrad E. Gack *12/14/02*  
PRESIDENT

Unless executed by the President of the Developer and attested to by the appropriate officer of the Developer, this Agreement shall not be binding upon Developer.

KHOV007315

MAY BE REPRODUCED

ST-8 (7-84, R-5)

State of New Jersey

DIVISION OF TAXATION  
SALES TAX

CERTIFICATE OF  
CAPITAL IMPROVEMENT

FORM ST-8

To be completed by owner of real property and contractor, and retained by contractor. Read instructions on back of this certificate.

The contractor must collect the tax on the amount charged for labor and services under the contract unless the owner gives him a properly completed Certificate of Capital Improvement.

MAY BE ISSUED ONLY BY THE OWNER OF THE REAL PROPERTY.  
MAY NOT BE ISSUED FOR THE PURCHASE OF MATERIALS

Varsity Sodding Service

1204 Main Street

Address of Contractor

Swoyersville, PA 18704

(Registration Number of Contractor)

THE FOLLOWING INFORMATION MUST BE FURNISHED:

The nature of the contract is as follows (describe the capital improvement to be made):

The address or location where work is to be performed:

Society Hill at University Heights III, Newark N.J. 07103

TOTAL AMOUNT OF CONTRACT \$

The undersigned hereby certifies that he is not required to pay sales and use tax with respect to charges for installation of tangible personal property, because the performance of the contract will result in a capital improvement to real property. The undersigned purchaser hereby affirms (under the penalties for perjury and false swearing) that all of the information shown in this Certificate is true.

CONTRACTOR'S CERTIFICATION

I certify that all sales and use tax due has been or will be paid by the undersigned on purchases of materials incorporated or consumed in the performance of the contract described herein.

(Signature of Contractor)

(Date)

K. Hovnanian at Newark Urban Renewal Corporation III, INC.

(Name of owner of real property)

By

*Conrad E. Gack*

(Signature of owner, partner, officer of corporation, etc.)

Conrad E. Gack, President

10 Hwy #35, P.O. Box 500 Red Bank, N.J.

(Address of owner of real property)

07701

(Date)

Any person making representations on this certificate which are willfully false may be subject to such penalties as may be provided for by law.

REPRODUCTION OF CERTIFICATE OF CAPITAL IMPROVEMENT FORMS: Private reproduction of both sides of Capital Improvement Certificates may be made without the prior permission of the Division of Taxation.

KHOV007316



## INSTRUCTIONS

### TO THE PROPERTY OWNER:

In cases where the contractor performs work for which results in a capital improvement to your house or land (real property) he may NOT charge you any sales tax if you issue to him a properly completed Certificate of Capital Improvement (Form :

It is important to distinguish between a capital improvement and a repair. If the fulfillment of a contract only maintains the existing value of the property, it is a repair and not a capital improvement. Where an improvement results in an increase in the capital value of the real property, it is considered that a capital improvement has been performed.

As an aid to determine whether a contract is for a repair to real property or a capital improvement to real property, the treatment of such transaction for income tax purposes under the Federal Internal Revenue Code may be used as a guide. If you have any doubt whether the work to be performed constitutes a repair or a capital improvement, you should communicate with the Division of Taxation and describe in detail such work.

The following are examples of capital improvements:

New construction	Porch enclosure, construction of
New roof, installation of	New heating system installation
Tiled bath, installation of	Rewiring
New bath fixtures, installation of	New electrical outlets installed
New kitchen cabinets, installation of	New siding, installation of
New kitchen fixtures, installation of	Garage, construction of
Paving of driveway	Patio, construction of
Shrubby, trees, etc. planted	Storm doors and windows, original or initial installation of
Paneling, installation of	Painting a newly constructed house
In-ground swim pool, installation of	New hot water heater installation
New central air conditioner installation	

### TO THE CONTRACTOR:

If you enter into a contract to add to or improve real property by a capital improvement (such as new construction, the addition of a porch, installation of a new roof or construction of additional rooms), and the property owner issues to you a properly completed Certificate of Capital Improvement, which you must retain, you should not collect sales tax from the property owner. (You are not required to pay sales tax to your supplier on the purchase of the tangible personal property you purchase for use in performing the contract, irrespective of whether the work constitutes a repair or a capital improvement.)

However, if you enter into a contract to repair, maintain or service real property or tangible personal property, you must collect the tax on the charge for labor or services performed in accordance with the contract.

### GOOD FAITH:

In general, a contractor who accepts a Certificate of Capital Improvement in "good faith" is relieved of liability for collection or payment of tax upon transaction covered by the certificate. The question of "good faith" is one of fact and depends upon the consideration of all the conditions surrounding the transaction. A vendor is presumed to be familiar with the law and the regulations pertinent to the business in which he deals.

In order for "good faith" to be established, the following conditions must be met:

- The certificate must contain no statement or entry which the contractor knows, or has reason to know, is false or misleading.
- The certificate must be an officially promulgated certificate or a proper reproduction thereof.
- The certificate must be dated and executed in accordance with the published instructions, and must be complete and regular in every respect.

The contractor may, therefore, under the circumstances, accept this "good faith" Certificate of Capital Improvement as valid for not collecting sales tax with respect to service or labor charges.

### IMPROPER CERTIFICATE:

Sales transactions which are not supported by properly executed capital improvement certificates shall be deemed to be taxable sales and the contractor must collect the proper sales tax. In the case of an improper certificate, the burden of proof that the tax was not required to be collected is upon the contractor.

### CORRECTION OF CERTIFICATE:

In general, contractors have 60 days after performance of the contract to obtain a corrected certificate where the original certificate lacked material information required to be set forth in said certificate or where such information is incorrectly stated.

### RETENTION OF CERTIFICATES:

Certificates must be retained by the contractor for a period of not less than three years from the date of performance of the contract covered by the certificate. Certificates must be in the physical possession of the contractor and available for inspection on or before the 60th day following the date of the transaction to which the certificate relates.